

## **APPENDIX A**

### **URBAN WATER MANAGEMENT PLANNING ACT**

## Section K: California Water Code, Division 6, Part 2.6: Urban Water Management Planning

The following sections of California Water Code Division 6, Part 2.6, are available online at <http://www.leginfo.ca.gov/calaw.html>.

<b>Chapter 1. General Declaration and Policy</b>	§10610-10610.4
<b>Chapter 2. Definitions</b>	§10611-10617
<b>Chapter 3. Urban Water Management Plans</b>	
Article 1. General Provisions	§10620-10621
Article 2. Contents of Plans	§10630-10634
Article 2.5. Water Service Reliability	§10635
Article 3. Adoption And Implementation of Plans	§10640-10645
<b>Chapter 4. Miscellaneous Provisions</b>	§10650-10656

### Chapter 1. General Declaration and Policy

**10610.** This part shall be known and may be cited as the “Urban Water Management Planning Act.”

#### **10610.2.**

- (a) The Legislature finds and declares all of the following:
- (1) The waters of the state are a limited and renewable resource subject to ever-increasing demands.
  - (2) The conservation and efficient use of urban water supplies are of statewide concern; however, the planning for that use and the implementation of those plans can best be accomplished at the local level.
  - (3) A long-term, reliable supply of water is essential to protect the productivity of California's businesses and economic climate.
  - (4) As part of its long-range planning activities, every urban water supplier should make every effort to ensure the appropriate level of reliability in its water service sufficient to meet the needs of its various categories of customers during normal, dry, and multiple dry water years.
  - (5) Public health issues have been raised over a number of contaminants that have been identified in certain local and imported water supplies.
  - (6) Implementing effective water management strategies, including groundwater storage projects and recycled water projects, may require specific water quality and salinity targets for meeting groundwater basins water quality objectives and promoting beneficial use of recycled water.

- (7) Water quality regulations are becoming an increasingly important factor in water agencies' selection of raw water sources, treatment alternatives, and modifications to existing treatment facilities.
- (8) Changes in drinking water quality standards may also impact the usefulness of water supplies and may ultimately impact supply reliability.
- (9) The quality of source supplies can have a significant impact on water management strategies and supply reliability.
- (b) This part is intended to provide assistance to water agencies in carrying out their long-term resource planning responsibilities to ensure adequate water supplies to meet existing and future demands for water.

**10610.4.** The Legislature finds and declares that it is the policy of the state as follows:

- (a) The management of urban water demands and efficient use of water shall be actively pursued to protect both the people of the state and their water resources.
- (b) The management of urban water demands and efficient use of urban water supplies shall be a guiding criterion in public decisions.
- (c) Urban water suppliers shall be required to develop water management plans to actively pursue the efficient use of available supplies.

## Chapter 2. Definitions

**10611.** Unless the context otherwise requires, the definitions of this chapter govern the construction of this part.

**10611.5.** “Demand management” means those water conservation measures, programs, and incentives that prevent the waste of water and promote the reasonable and efficient use and reuse of available supplies.

**10612.** “Customer” means a purchaser of water from a water supplier who uses the water for municipal purposes, including residential, commercial, governmental, and industrial uses.

**10613.** “Efficient use” means those management measures that result in the most effective use of water so as to prevent its waste or unreasonable use or unreasonable method of use.

**10614.** “Person” means any individual, firm, association, organization, partnership, business, trust, corporation, company, public agency, or any agency of such an entity.

**10615.** “Plan” means an urban water management plan prepared pursuant to this part. A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities. The components of the plan may vary according to an individual community or area's characteristics and its capabilities to efficiently use and conserve water. The plan shall address measures for residential, commercial, governmental, and industrial water demand management as set forth in Article 2 (commencing with Section 10630) of Chapter 3. In addition, a strategy and time schedule for implementation shall be included in the plan.

**10616.** “Public agency” means any board, commission, county, city and county, city, regional agency, district, or other public entity.

**10616.5.** “Recycled water” means the reclamation and reuse of wastewater for beneficial use.

**10617.** “Urban water supplier” means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. An urban water supplier includes a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers. This part applies only to water supplied from public water systems subject to Chapter 4 (commencing with Section 116275) of Part 12 of Division 104 of the Health and Safety Code.

## **Chapter 3. Urban Water Management Plans**

### **Article 1. General Provisions**

#### **10620.**

- (a) Every urban water supplier shall prepare and adopt an urban water management plan in the manner set forth in Article 3 (commencing with Section 10640).
- (b) Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.
- (c) An urban water supplier indirectly providing water shall not include planning elements in its water management plan as provided in Article 2 (commencing with Section 10630) that would be applicable to urban water suppliers or public agencies directly providing water, or to their customers, without the consent of those suppliers or public agencies.
- (d) (1) An urban water supplier may satisfy the requirements of this part by participation in areawide, regional, watershed, or basinwide urban water management planning where those plans will reduce preparation costs and contribute to the achievement of conservation and efficient water use.

- (2) Each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.
- (e) The urban water supplier may prepare the plan with its own staff, by contract, or in cooperation with other governmental agencies.
- (f) An urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.

**10621.**

- (a) Each urban water supplier shall update its plan at least once every five years on or before December 31, in years ending in five and zero.
- (b) Every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days prior to the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. The urban water supplier may consult with, and obtain comments from, any city or county that receives notice pursuant to this subdivision.
- (c) The amendments to, or changes in, the plan shall be adopted and filed in the manner set forth in Article 3 (commencing with Section 10640).

**Article 2. Contents of Plans**

**10630.** It is the intention of the Legislature, in enacting this part, to permit levels of water management planning commensurate with the numbers of customers served and the volume of water supplied.

**10631.** A plan shall be adopted in accordance with this chapter that shall do all of the following:

- (a) Describe the service area of the supplier, including current and projected population, climate, and other demographic factors affecting the supplier's water management planning. The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available.
- (b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision (a). If groundwater is identified as an existing or planned source of

water available to the supplier, all of the following information shall be included in the plan:

- (1) A copy of any groundwater management plan adopted by the urban water supplier, including plans adopted pursuant to Part 2.75 (commencing with Section 10750), or any other specific authorization for groundwater management.
  - (2) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater. For those basins for which a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the urban water supplier has the legal right to pump under the order or decree. For basins that have not been adjudicated, information as to whether the department has identified the basin or basins as overdrafted or has projected that the basin will become overdrafted if present management conditions continue, in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to eliminate the long-term overdraft condition.
  - (3) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.
  - (4) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water supplier. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.
- (c) (1) Describe the reliability of the water supply and vulnerability to seasonal or climatic shortage, to the extent practicable, and provide data for each of the following:
- (A) An average water year.
  - (B) A single dry water year.
  - (C) Multiple dry water years.
- (2) For any water source that may not be available at a consistent level of use, given specific legal, environmental, water quality, or climatic factors, describe plans to supplement or replace that source with alternative sources or water demand management measures, to the extent practicable.

- (d) Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.
- (e) (1) Quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, identifying the uses among water use sectors, including, but not necessarily limited to, all of the following uses:
  - (A) Single-family residential.
  - (B) Multifamily.
  - (C) Commercial.
  - (D) Industrial.
  - (E) Institutional and governmental.
  - (F) Landscape.
  - (G) Sales to other agencies.
  - (H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof.
  - (I) Agricultural.
- (2) The water use projections shall be in the same five-year increments described in subdivision (a).
- (f) Provide a description of the supplier's water demand management measures. This description shall include all of the following:
  - (1) A description of each water demand management measure that is currently being implemented, or scheduled for implementation, including the steps necessary to implement any proposed measures, including, but not limited to, all of the following:
    - (A) Water survey programs for single-family residential and multifamily residential customers.
    - (B) Residential plumbing retrofit.
    - (C) System water audits, leak detection, and repair.
    - (D) Metering with commodity rates for all new connections and retrofit of existing connections.

- (E) Large landscape conservation programs and incentives.
  - (F) High-efficiency washing machine rebate programs.
  - (G) Public information programs.
  - (H) School education programs.
  - (I) Conservation programs for commercial, industrial, and institutional accounts.
  - (J) Wholesale agency programs.
  - (K) Conservation pricing.
  - (L) Water conservation coordinator.
  - (M) Water waste prohibition.
  - (N) Residential ultra-low-flush toilet replacement programs.
- (2) A schedule of implementation for all water demand management measures proposed or described in the plan.
  - (3) A description of the methods, if any, that the supplier will use to evaluate the effectiveness of water demand management measures implemented or described under the plan.
  - (4) An estimate, if available, of existing conservation savings on water use within the supplier's service area, and the effect of the savings on the supplier's ability to further reduce demand.
- (g) An evaluation of each water demand management measure listed in paragraph (1) of subdivision (f) that is not currently being implemented or scheduled for implementation. In the course of the evaluation, first consideration shall be given to water demand management measures, or combination of measures, that offer lower incremental costs than expanded or additional water supplies. This evaluation shall do all of the following:
    - (1) Take into account economic and noneconomic factors, including environmental, social, health, customer impact, and technological factors.
    - (2) Include a cost-benefit analysis, identifying total benefits and total costs.
    - (3) Include a description of funding available to implement any planned water supply project that would provide water at a higher unit cost.



- (4) Include a description of the water supplier's legal authority to implement the measure and efforts to work with other relevant agencies to ensure the implementation of the measure and to share the cost of implementation.
- (h) Include a description of all water supply projects and water supply programs that may be undertaken by the urban water supplier to meet the total projected water use as established pursuant to subdivision (a) of Section 10635. The urban water supplier shall include a detailed description of expected future projects and programs, other than the demand management programs identified pursuant to paragraph (1) of subdivision (f), that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in average, single-dry, and multiple-dry water years. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.
- (i) Describe the opportunities for development of desalinated water, including, but not limited to, ocean water, brackish water, and groundwater, as a long-term supply.
- (j) For purposes of this part, urban water suppliers that are members of the California Urban Water Conservation Council shall be deemed in compliance with the requirements of subdivisions (f) and (g) by complying with all the provisions of the "Memorandum of Understanding Regarding Urban Water Conservation in California," dated December 10, 2008, as it may be amended, and by submitting the annual reports required by Section 6.2 of that memorandum.
- (k) Urban water suppliers that rely upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five-year increments, and during various water-year types in accordance with subdivision (c). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (c).

**10631.1.**

- (a) The water use projections required by Section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households, as defined in Section 50079.5 of the Health and Safety Code,

as identified in the housing element of any city, county, or city and county in the service area of the supplier.

- (b) It is the intent of the Legislature that the identification of projected water use for single-family and multifamily residential housing for lower income households will assist a supplier in complying with the requirement under Section 65589.7 of the Government Code to grant a priority for the provision of service to housing units affordable to lower income households.

#### **10631.5.**

- (a) (1) Beginning January 1, 2009, the terms of, and eligibility for, a water management grant or loan made to an urban water supplier and awarded or administered by the department, state board, or California Bay-Delta Authority or its successor agency shall be conditioned on the implementation of the water demand management measures described in Section 10631, as determined by the department pursuant to subdivision (b).
- (2) For the purposes of this section, water management grants and loans include funding for programs and projects for surface water or groundwater storage, recycling, desalination, water conservation, water supply reliability, and water supply augmentation. This section does not apply to water management projects funded by the federal American Recovery and Reinvestment Act of 2009 (Public Law 111-5).
- (3) Notwithstanding paragraph (1), the department shall determine that an urban water supplier is eligible for a water management grant or loan even though the supplier is not implementing all of the water demand management measures described in Section 10631, if the urban water supplier has submitted to the department for approval a schedule, financing plan, and budget, to be included in the grant or loan agreement, for implementation of the water demand management measures. The supplier may request grant or loan funds to implement the water demand management measures to the extent the request is consistent with the eligibility requirements applicable to the water management funds.
- (4) (A) Notwithstanding paragraph (1), the department shall determine that an urban water supplier is eligible for a water management grant or loan even though the supplier is not implementing all of the water demand management measures described in Section 10631, if an urban water supplier submits to the department for approval documentation demonstrating that a water demand management measure is not locally cost effective. If the department determines that the documentation submitted by the urban water supplier fails to demonstrate that a water demand management measure is not locally cost effective, the

department shall notify the urban water supplier and the agency administering the grant or loan program within 120 days that the documentation does not satisfy the requirements for an exemption, and include in that notification a detailed statement to support the determination.

(B) For purposes of this paragraph, “not locally cost effective” means that the present value of the local benefits of implementing a water demand management measure is less than the present value of the local costs of implementing that measure.

(b) (1) The department, in consultation with the state board and the California Bay-Delta Authority or its successor agency, and after soliciting public comment regarding eligibility requirements, shall develop eligibility requirements to implement the requirement of paragraph (1) of subdivision (a). In establishing these eligibility requirements, the department shall do both of the following:

(A) Consider the conservation measures described in the Memorandum of Understanding Regarding Urban Water Conservation in California, and alternative conservation approaches that provide equal or greater water savings.

(B) Recognize the different legal, technical, fiscal, and practical roles and responsibilities of wholesale water suppliers and retail water suppliers.

(2) (A) For the purposes of this section, the department shall determine whether an urban water supplier is implementing all of the water demand management measures described in Section 10631 based on either, or a combination, of the following:

(i) Compliance on an individual basis.

(ii) Compliance on a regional basis. Regional compliance shall require participation in a regional conservation program consisting of two or more urban water suppliers that achieves the level of conservation or water efficiency savings equivalent to the amount of conservation or savings achieved if each of the participating urban water suppliers implemented the water demand management measures. The urban water supplier administering the regional program shall provide participating urban water suppliers and the department with data to demonstrate that the regional program is consistent with this clause. The department shall review the data to determine whether the urban water suppliers in the regional program are meeting the eligibility requirements.

- (B) The department may require additional information for any determination pursuant to this section.
- (3) The department shall not deny eligibility to an urban water supplier in compliance with the requirements of this section that is participating in a multiagency water project, or an integrated regional water management plan, developed pursuant to Section 75026 of the Public Resources Code, solely on the basis that one or more of the agencies participating in the project or plan is not implementing all of the water demand management measures described in Section 10631.
- (c) In establishing guidelines pursuant to the specific funding authorization for any water management grant or loan program subject to this section, the agency administering the grant or loan program shall include in the guidelines the eligibility requirements developed by the department pursuant to subdivision (b).
- (d) Upon receipt of a water management grant or loan application by an agency administering a grant and loan program subject to this section, the agency shall request an eligibility determination from the department with respect to the requirements of this section. The department shall respond to the request within 60 days of the request.
- (e) The urban water supplier may submit to the department copies of its annual reports and other relevant documents to assist the department in determining whether the urban water supplier is implementing or scheduling the implementation of water demand management activities. In addition, for urban water suppliers that are signatories to the Memorandum of Understanding Regarding Urban Water Conservation in California and submit annual reports to the California Urban Water Conservation Council in accordance with the memorandum, the department may use these reports to assist in tracking the implementation of water demand management measures.
- (f) This section shall remain in effect only until July 1, 2016, and as of that date is repealed, unless a later enacted statute, that is enacted before July 1, 2016, deletes or extends that date.

**10631.7.** The department, in consultation with the California Urban Water Conservation Council, shall convene an independent technical panel to provide information and recommendations to the department and the Legislature on new demand management measures, technologies, and approaches. The panel shall consist of no more than seven members, who shall be selected by the department to reflect a balanced representation of experts. The panel shall have at least one, but no more than two, representatives from each of the following: retail water suppliers, environmental organizations, the business community, wholesale water suppliers, and academia. The panel shall be convened by January 1, 2009, and shall report to the

Legislature no later than January 1, 2010, and every five years thereafter. The department shall review the panel report and include in the final report to the Legislature the department's recommendations and comments regarding the panel process and the panel's recommendations.

**10632.** The plan shall provide an urban water shortage contingency analysis which includes each of the following elements which are within the authority of the urban water supplier:

- (a) Stages of action to be undertaken by the urban water supplier in response to water supply shortages, including up to a 50 percent reduction in water supply, and an outline of specific water supply conditions which are applicable to each stage.
- (b) An estimate of the minimum water supply available during each of the next three water years based on the driest three-year historic sequence for the agency's water supply.
- (c) Actions to be undertaken by the urban water supplier to prepare for, and implement during, a catastrophic interruption of water supplies including, but not limited to, a regional power outage, an earthquake, or other disaster.
- (d) Additional, mandatory prohibitions against specific water use practices during water shortages, including, but not limited to, prohibiting the use of potable water for street cleaning.
- (e) Consumption reduction methods in the most restrictive stages. Each urban water supplier may use any type of consumption reduction methods in its water shortage contingency analysis that would reduce water use, are appropriate for its area, and have the ability to achieve a water use reduction consistent with up to a 50 percent reduction in water supply.
- (f) Penalties or charges for excessive use, where applicable.
- (g) An analysis of the impacts of each of the actions and conditions described in subdivisions (a) to (f), inclusive, on the revenues and expenditures of the urban water supplier, and proposed measures to overcome those impacts, such as the development of reserves and rate adjustments.
- (h) A draft water shortage contingency resolution or ordinance.
- (i) A mechanism for determining actual reductions in water use pursuant to the urban water shortage contingency analysis.

**10633.** The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water

supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area, and shall include all of the following:

- (a) A description of the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.
- (b) A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.
- (c) A description of the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.
- (d) A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.
- (e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.
- (f) A description of actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre-feet of recycled water used per year.
- (g) A plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated wastewater that meets recycled water standards, and to overcome any obstacles to achieving that increased use.

**10634.** The plan shall include information, to the extent practicable, relating to the quality of existing sources of water available to the supplier over the same five-year increments as described in subdivision (a) of Section 10631, and the manner in which water quality affects water management strategies and supply reliability.

## Article 2.5. Water Service Reliability

### **10635.**

- (a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand

assessment shall compare the total water supply sources available to the water supplier with the total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and multiple dry water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.

- (b) The urban water supplier shall provide that portion of its urban water management plan prepared pursuant to this article to any city or county within which it provides water supplies no later than 60 days after the submission of its urban water management plan.
- (c) Nothing in this article is intended to create a right or entitlement to water service or any specific level of water service.
- (d) Nothing in this article is intended to change existing law concerning an urban water supplier's obligation to provide water service to its existing customers or to any potential future customers.

### Article 3. Adoption and Implementation of Plans

**10640.** Every urban water supplier required to prepare a plan pursuant to this part shall prepare its plan pursuant to Article 2 (commencing with Section 10630).

The supplier shall likewise periodically review the plan as required by Section 10621, and any amendments or changes required as a result of that review shall be adopted pursuant to this article.

**10641.** An urban water supplier required to prepare a plan may consult with, and obtain comments from, any public agency or state agency or any person who has special expertise with respect to water demand management methods and techniques.

**10642.** Each urban water supplier shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan. Prior to adopting a plan, the urban water supplier shall make the plan available for public inspection and shall hold a public hearing thereon. Prior to the hearing, notice of the time and place of hearing shall be published within the jurisdiction of the publicly owned water supplier pursuant to Section 6066 of the Government Code. The urban water supplier shall provide notice of the time and place of hearing to any city or county within which the supplier provides water supplies. A privately owned water supplier shall provide an equivalent notice within its service area. After the hearing, the plan shall be adopted as prepared or as modified after the hearing.

**10643.** An urban water supplier shall implement its plan adopted pursuant to this chapter in accordance with the schedule set forth in its plan.

**10644.**

- (a) An urban water supplier shall submit to the department, the California State Library, and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption. Copies of amendments or changes to the plans shall be submitted to the department, the California State Library, and any city or county within which the supplier provides water supplies within 30 days after adoption.
- (b) The department shall prepare and submit to the Legislature, on or before December 31, in the years ending in six and one, a report summarizing the status of the plans adopted pursuant to this part. The report prepared by the department shall identify the exemplary elements of the individual plans. The department shall provide a copy of the report to each urban water supplier that has submitted its plan to the department. The department shall also prepare reports and provide data for any legislative hearings designed to consider the effectiveness of plans submitted pursuant to this part.
- (c)
  - (1) For the purpose of identifying the exemplary elements of the individual plans, the department shall identify in the report those water demand management measures adopted and implemented by specific urban water suppliers, and identified pursuant to Section 10631, that achieve water savings significantly above the levels established by the department to meet the requirements of Section 10631.5.
  - (2) The department shall distribute to the panel convened pursuant to Section 10631.7 the results achieved by the implementation of those water demand management measures described in paragraph (1).
  - (3) The department shall make available to the public the standard the department will use to identify exemplary water demand management measures.

**10645.** Not later than 30 days after filing a copy of its plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.

## **Chapter 4. Miscellaneous Provisions**

**10650.** Any actions or proceedings to attack, review, set aside, void, or annul the acts or decisions of an urban water supplier on the grounds of noncompliance with this part shall be commenced as follows:



- (a) An action or proceeding alleging failure to adopt a plan shall be commenced within 18 months after that adoption is required by this part.
- (b) Any action or proceeding alleging that a plan, or action taken pursuant to the plan, does not comply with this part shall be commenced within 90 days after filing of the plan or amendment thereto pursuant to Section 10644 or the taking of that action.

**10651.** In any action or proceeding to attack, review, set aside, void, or annul a plan, or an action taken pursuant to the plan by an urban water supplier on the grounds of noncompliance with this part, the inquiry shall extend only to whether there was a prejudicial abuse of discretion. Abuse of discretion is established if the supplier has not proceeded in a manner required by law or if the action by the water supplier is not supported by substantial evidence.

**10652.** The California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) does not apply to the preparation and adoption of plans pursuant to this part or to the implementation of actions taken pursuant to Section 10632. Nothing in this part shall be interpreted as exempting from the California Environmental Quality Act any project that would significantly affect water supplies for fish and wildlife, or any project for implementation of the plan, other than projects implementing Section 10632, or any project for expanded or additional water supplies.

**10653.** The adoption of a plan shall satisfy any requirements of state law, regulation, or order, including those of the State Water Resources Control Board and the Public Utilities Commission, for the preparation of water management plans or conservation plans; provided, that if the State Water Resources Control Board or the Public Utilities Commission requires additional information concerning water conservation to implement its existing authority, nothing in this part shall be deemed to limit the board or the commission in obtaining that information. The requirements of this part shall be satisfied by any urban water demand management plan prepared to meet federal laws or regulations after the effective date of this part, and which substantially meets the requirements of this part, or by any existing urban water management plan which includes the contents of a plan required under this part.

**10654.** An urban water supplier may recover in its rates the costs incurred in preparing its plan and implementing the reasonable water conservation measures included in the plan. Any best water management practice that is included in the plan that is identified in the "Memorandum of Understanding Regarding Urban Water Conservation in California" is deemed to be reasonable for the purposes of this section.

**10655.** If any provision of this part or the application thereof to any person or circumstances is held invalid, that invalidity shall not affect other provisions or

applications of this part which can be given effect without the invalid provision or application thereof, and to this end the provisions of this part are severable.

**10656.** An urban water supplier that does not prepare, adopt, and submit its urban water management plan to the department in accordance with this part, is ineligible to receive funding pursuant to Division 24 (commencing with Section 78500) or Division 26 (commencing with Section 79000), or receive drought assistance from the state until the urban water management plan is submitted pursuant to this article.

**APPENDIX B**

**WATER CONSERVATION BILL OF 2009**

## Section L: California Water Code, Division 6, Part 2.55: Water Conservation

The following sections of California Water Code Division 6, Part 2.55, are available online at <http://www.leginfo.ca.gov/calaw.html>.

<b>Chapter 1. General Declarations and Policy</b>	§10608-10608.8
<b>Chapter 2. Definitions</b>	§10608.12
<b>Chapter 3. Urban Retail Water Suppliers</b>	§10608.16-10608.44

### Legislative Counsel's Digest

#### Senate Bill No. 7

#### Chapter 4

An act to amend and repeal Section 10631.5 of, to add Part 2.55 (commencing with Section 10608) to Division 6 of, and to repeal and add Part 2.8 (commencing with Section 10800) of Division 6 of, the Water Code, relating to water.

[Approved by Governor November 10, 2009. Filed with Secretary of State November 10, 2009.]

#### Legislative Counsel's Digest

SB 7, Steinberg. Water conservation.

(1) Existing law requires the Department of Water Resources to convene an independent technical panel to provide information to the department and the Legislature on new demand management measures, technologies, and approaches. "Demand management measures" means those water conservation measures, programs, and incentives that prevent the waste of water and promote the reasonable and efficient use and reuse of available supplies.

This bill would require the state to achieve a 20% reduction in urban per capita water use in California by December 31, 2020. The state would be required to make incremental progress towards this goal by reducing per capita water use by at least 10% on or before December 31, 2015. The bill would require each urban retail water supplier to develop urban water use targets and an interim urban water use target, in accordance with specified requirements. The bill would require agricultural water suppliers to implement efficient water management practices. The bill would require the department, in consultation with other state agencies, to develop a single standardized water use reporting form. The bill, with certain exceptions, would provide that urban retail water suppliers, on and after July 1, 2016, and agricultural water suppliers, on and after July 1, 2013, are not eligible for state water grants or loans unless they comply with the water conservation requirements established by the bill. The bill would repeal, on July 1, 2016, an existing requirement that conditions

eligibility for certain water management grants or loans to an urban water supplier on the implementation of certain water demand management measures.

(2) Existing law, until January 1, 1993, and thereafter only as specified, requires certain agricultural water suppliers to prepare and adopt water management plans.

This bill would revise existing law relating to agricultural water management planning to require agricultural water suppliers to prepare and adopt agricultural water management plans with specified components on or before December 31, 2012, and update those plans on or before December 31, 2015, and on or before December 31 every 5 years thereafter. An agricultural water supplier that becomes an agricultural water supplier after December 31, 2012, would be required to prepare and adopt an agricultural water management plan within one year after becoming an agricultural water supplier. The agricultural water supplier would be required to notify each city or county within which the supplier provides water supplies with regard to the preparation or review of the plan. The bill would require the agricultural water supplier to submit copies of the plan to the department and other specified entities. The bill would provide that an agricultural water supplier is not eligible for state water grants or loans unless the supplier complies with the water management planning requirements established by the bill.

(3) The bill would take effect only if SB 1 and SB 6 of the 2009–10 7th Extraordinary Session of the Legislature are enacted and become effective.

The people of the State of California do enact as follows:

SECTION 1. Part 2.55 (commencing with Section 10608) is added to Division 6 of the Water Code, to read:

## **Part 2.55. Sustainable Water Use and Demand Reduction**

### **Chapter 1. General Declarations and Policy**

**10608.** The Legislature finds and declares all of the following:

- (a) Water is a public resource that the California Constitution protects against waste and unreasonable use.
- (b) Growing population, climate change, and the need to protect and grow California's economy while protecting and restoring our fish and wildlife habitats make it essential that the state manage its water resources as efficiently as possible.
- (c) Diverse regional water supply portfolios will increase water supply reliability and reduce dependence on the Delta.

- (d) Reduced water use through conservation provides significant energy and environmental benefits, and can help protect water quality, improve streamflows, and reduce greenhouse gas emissions.
- (e) The success of state and local water conservation programs to increase efficiency of water use is best determined on the basis of measurable outcomes related to water use or efficiency.
- (f) Improvements in technology and management practices offer the potential for increasing water efficiency in California over time, providing an essential water management tool to meet the need for water for urban, agricultural, and environmental uses.
- (g) The Governor has called for a 20 percent per capita reduction in urban water use statewide by 2020.
- (h) The factors used to formulate water use efficiency targets can vary significantly from location to location based on factors including weather, patterns of urban and suburban development, and past efforts to enhance water use efficiency.
- (i) Per capita water use is a valid measure of a water provider's efforts to reduce urban water use within its service area. However, per capita water use is less useful for measuring relative water use efficiency between different water providers. Differences in weather, historical patterns of urban and suburban development, and density of housing in a particular location need to be considered when assessing per capita water use as a measure of efficiency.

**10608.4.** It is the intent of the Legislature, by the enactment of this part, to do all of the following:

- (a) Require all water suppliers to increase the efficiency of use of this essential resource.
- (b) Establish a framework to meet the state targets for urban water conservation identified in this part and called for by the Governor.
- (c) Measure increased efficiency of urban water use on a per capita basis.
- (d) Establish a method or methods for urban retail water suppliers to determine targets for achieving increased water use efficiency by the year 2020, in accordance with the Governor's goal of a 20-percent reduction.
- (e) Establish consistent water use efficiency planning and implementation standards for urban water suppliers and agricultural water suppliers.

- (f) Promote urban water conservation standards that are consistent with the California Urban Water Conservation Council's adopted best management practices and the requirements for demand management in Section 10631.
- (g) Establish standards that recognize and provide credit to water suppliers that made substantial capital investments in urban water conservation since the drought of the early 1990s.
- (h) Recognize and account for the investment of urban retail water suppliers in providing recycled water for beneficial uses.
- (i) Require implementation of specified efficient water management practices for agricultural water suppliers.
- (j) Support the economic productivity of California's agricultural, commercial, and industrial sectors.
- (k) Advance regional water resources management.

#### **10608.8.**

- (a) (1) Water use efficiency measures adopted and implemented pursuant to this part or Part 2.8 (commencing with Section 10800) are water conservation measures subject to the protections provided under Section 1011.
- (2) Because an urban agency is not required to meet its urban water use target until 2020 pursuant to subdivision (b) of Section 10608.24, an urban retail water supplier's failure to meet those targets shall not establish a violation of law for purposes of any state administrative or judicial proceeding prior to January 1, 2021. Nothing in this paragraph limits the use of data reported to the department or the board in litigation or an administrative proceeding. This paragraph shall become inoperative on January 1, 2021.
- (3) To the extent feasible, the department and the board shall provide for the use of water conservation reports required under this part to meet the requirements of Section 1011 for water conservation reporting.
- (b) This part does not limit or otherwise affect the application of Chapter 3.5 (commencing with Section 11340), Chapter 4 (commencing with Section 11370), Chapter 4.5 (commencing with Section 11400), and Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code.
- (c) This part does not require a reduction in the total water used in the agricultural or urban sectors, because other factors, including, but not limited to, changes in agricultural economics or population growth may have greater effects on water

use. This part does not limit the economic productivity of California's agricultural, commercial, or industrial sectors.

- (d) The requirements of this part do not apply to an agricultural water supplier that is a party to the Quantification Settlement Agreement, as defined in subdivision (a) of Section 1 of Chapter 617 of the Statutes of 2002, during the period within which the Quantification Settlement Agreement remains in effect. After the expiration of the Quantification Settlement Agreement, to the extent conservation water projects implemented as part of the Quantification Settlement Agreement remain in effect, the conserved water created as part of those projects shall be credited against the obligations of the agricultural water supplier pursuant to this part.

## Chapter 2. Definitions

**10608.12.** Unless the context otherwise requires, the following definitions govern the construction of this part:

- (a) “Agricultural water supplier” means a water supplier, either publicly or privately owned, providing water to 10,000 or more irrigated acres, excluding recycled water. “Agricultural water supplier” includes a supplier or contractor for water, regardless of the basis of right, that distributes or sells water for ultimate resale to customers. “Agricultural water supplier” does not include the department.
- (b) “Base daily per capita water use” means any of the following:
  - (1) The urban retail water supplier's estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous 10-year period ending no earlier than December 31, 2004, and no later than December 31, 2010.
  - (2) For an urban retail water supplier that meets at least 10 percent of its 2008 measured retail water demand through recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier, the urban retail water supplier may extend the calculation described in paragraph (1) up to an additional five years to a maximum of a continuous 15-year period ending no earlier than December 31, 2004, and no later than December 31, 2010.
  - (3) For the purposes of Section 10608.22, the urban retail water supplier's estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous five-year period ending no earlier than December 31, 2007, and no later than December 31, 2010.



- (c) “Baseline commercial, industrial, and institutional water use” means an urban retail water supplier's base daily per capita water use for commercial, industrial, and institutional users.
- (d) “Commercial water user” means a water user that provides or distributes a product or service.
- (e) “Compliance daily per capita water use” means the gross water use during the final year of the reporting period, reported in gallons per capita per day.
- (f) “Disadvantaged community” means a community with an annual median household income that is less than 80 percent of the statewide annual median household income.
- (g) “Gross water use” means the total volume of water, whether treated or untreated, entering the distribution system of an urban retail water supplier, excluding all of the following:
  - (1) Recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier.
  - (2) The net volume of water that the urban retail water supplier places into long-term storage.
  - (3) The volume of water the urban retail water supplier conveys for use by another urban water supplier.
  - (4) The volume of water delivered for agricultural use, except as otherwise provided in subdivision (f) of Section 10608.24.
- (h) “Industrial water user” means a water user that is primarily a manufacturer or processor of materials as defined by the North American Industry Classification System code sectors 31 to 33, inclusive, or an entity that is a water user primarily engaged in research and development.
- (i) “Institutional water user” means a water user dedicated to public service. This type of user includes, among other users, higher education institutions, schools, courts, churches, hospitals, government facilities, and nonprofit research institutions.
- (j) “Interim urban water use target” means the midpoint between the urban retail water supplier's base daily per capita water use and the urban retail water supplier's urban water use target for 2020.

- (k) “Locally cost effective” means that the present value of the local benefits of implementing an agricultural efficiency water management practice is greater than or equal to the present value of the local cost of implementing that measure.
- (l) “Process water” means water used for producing a product or product content or water used for research and development, including, but not limited to, continuous manufacturing processes, water used for testing and maintaining equipment used in producing a product or product content, and water used in combined heat and power facilities used in producing a product or product content. Process water does not mean incidental water uses not related to the production of a product or product content, including, but not limited to, water used for restrooms, landscaping, air conditioning, heating, kitchens, and laundry.
- (m) “Recycled water” means recycled water, as defined in subdivision (n) of Section 13050, that is used to offset potable demand, including recycled water supplied for direct use and indirect potable reuse, that meets the following requirements, where applicable:
  - (1) For groundwater recharge, including recharge through spreading basins, water supplies that are all of the following:
    - (A) Metered.
    - (B) Developed through planned investment by the urban water supplier or a wastewater treatment agency.
    - (C) Treated to a minimum tertiary level.
    - (D) Delivered within the service area of an urban retail water supplier or its urban wholesale water supplier that helps an urban retail water supplier meet its urban water use target.
  - (2) For reservoir augmentation, water supplies that meet the criteria of paragraph (1) and are conveyed through a distribution system constructed specifically for recycled water.
- (n) “Regional water resources management” means sources of supply resulting from watershed-based planning for sustainable local water reliability or any of the following alternative sources of water:
  - (1) The capture and reuse of stormwater or rainwater.
  - (2) The use of recycled water.
  - (3) The desalination of brackish groundwater.

- (4) The conjunctive use of surface water and groundwater in a manner that is consistent with the safe yield of the groundwater basin.
- (o) “Reporting period” means the years for which an urban retail water supplier reports compliance with the urban water use targets.
- (p) “Urban retail water supplier” means a water supplier, either publicly or privately owned, that directly provides potable municipal water to more than 3,000 end users or that supplies more than 3,000 acre-feet of potable water annually at retail for municipal purposes.
- (q) “Urban water use target” means the urban retail water supplier’s targeted future daily per capita water use.
- (r) “Urban wholesale water supplier,” means a water supplier, either publicly or privately owned, that provides more than 3,000 acre-feet of water annually at wholesale for potable municipal purposes.

### Chapter 3. Urban Retail Water Suppliers

#### **10608.16.**

- (a) The state shall achieve a 20-percent reduction in urban per capita water use in California on or before December 31, 2020.
- (b) The state shall make incremental progress towards the state target specified in subdivision (a) by reducing urban per capita water use by at least 10 percent on or before December 31, 2015.

#### **10608.20.**

- (a) (1) Each urban retail water supplier shall develop urban water use targets and an interim urban water use target by July 1, 2011. Urban retail water suppliers may elect to determine and report progress toward achieving these targets on an individual or regional basis, as provided in subdivision (a) of Section 10608.28, and may determine the targets on a fiscal year or calendar year basis.
- (2) It is the intent of the Legislature that the urban water use targets described in subdivision (a) cumulatively result in a 20-percent reduction from the baseline daily per capita water use by December 31, 2020.
- (b) An urban retail water supplier shall adopt one of the following methods for determining its urban water use target pursuant to subdivision (a):
  - (1) Eighty percent of the urban retail water supplier’s baseline per capita daily water use.

- (2) The per capita daily water use that is estimated using the sum of the following performance standards:
  - (A) For indoor residential water use, 55 gallons per capita daily water use as a provisional standard. Upon completion of the department's 2016 report to the Legislature pursuant to Section 10608.42, this standard may be adjusted by the Legislature by statute.
  - (B) For landscape irrigated through dedicated or residential meters or connections, water efficiency equivalent to the standards of the Model Water Efficient Landscape Ordinance set forth in Chapter 2.7 (commencing with Section 490) of Division 2 of Title 23 of the California Code of Regulations, as in effect the later of the year of the landscape's installation or 1992. An urban retail water supplier using the approach specified in this subparagraph shall use satellite imagery, site visits, or other best available technology to develop an accurate estimate of landscaped areas.
  - (C) For commercial, industrial, and institutional uses, a 10-percent reduction in water use from the baseline commercial, industrial, and institutional water use by 2020.
- (3) Ninety-five percent of the applicable state hydrologic region target, as set forth in the state's draft 20x2020 Water Conservation Plan (dated April 30, 2009). If the service area of an urban water supplier includes more than one hydrologic region, the supplier shall apportion its service area to each region based on population or area.
- (4) A method that shall be identified and developed by the department, through a public process, and reported to the Legislature no later than December 31, 2010. The method developed by the department shall identify per capita targets that cumulatively result in a statewide 20-percent reduction in urban daily per capita water use by December 31, 2020. In developing urban daily per capita water use targets, the department shall do all of the following:
  - (A) Consider climatic differences within the state.
  - (B) Consider population density differences within the state.
  - (C) Provide flexibility to communities and regions in meeting the targets.
  - (D) Consider different levels of per capita water use according to plant water needs in different regions.
  - (E) Consider different levels of commercial, industrial, and institutional water use in different regions of the state.

- (F) Avoid placing an undue hardship on communities that have implemented conservation measures or taken actions to keep per capita water use low.
- (c) If the department adopts a regulation pursuant to paragraph (4) of subdivision (b) that results in a requirement that an urban retail water supplier achieve a reduction in daily per capita water use that is greater than 20 percent by December 31, 2020, an urban retail water supplier that adopted the method described in paragraph (4) of subdivision (b) may limit its urban water use target to a reduction of not more than 20 percent by December 31, 2020, by adopting the method described in paragraph (1) of subdivision (b).
- (d) The department shall update the method described in paragraph (4) of subdivision (b) and report to the Legislature by December 31, 2014. An urban retail water supplier that adopted the method described in paragraph (4) of subdivision (b) may adopt a new urban daily per capita water use target pursuant to this updated method.
- (e) An urban retail water supplier shall include in its urban water management plan required pursuant to Part 2.6 (commencing with Section 10610) due in 2010 the baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.
- (f) When calculating per capita values for the purposes of this chapter, an urban retail water supplier shall determine population using federal, state, and local population reports and projections.
- (g) An urban retail water supplier may update its 2020 urban water use target in its 2015 urban water management plan required pursuant to Part 2.6 (commencing with Section 10610).
- (h) (1) The department, through a public process and in consultation with the California Urban Water Conservation Council, shall develop technical methodologies and criteria for the consistent implementation of this part, including, but not limited to, both of the following:
  - (A) Methodologies for calculating base daily per capita water use, baseline commercial, industrial, and institutional water use, compliance daily per capita water use, gross water use, service area population, indoor residential water use, and landscaped area water use.
  - (B) Criteria for adjustments pursuant to subdivisions (d) and (e) of Section 10608.24.
- (2) The department shall post the methodologies and criteria developed pursuant to this subdivision on its Internet Web site, and make written copies

available, by October 1, 2010. An urban retail water supplier shall use the methods developed by the department in compliance with this part.

- (i) (1) The department shall adopt regulations for implementation of the provisions relating to process water in accordance with subdivision (l) of Section 10608.12, subdivision (e) of Section 10608.24, and subdivision (d) of Section 10608.26.
- (2) The initial adoption of a regulation authorized by this subdivision is deemed to address an emergency, for purposes of Sections 11346.1 and 11349.6 of the Government Code, and the department is hereby exempted for that purpose from the requirements of subdivision (b) of Section 11346.1 of the Government Code. After the initial adoption of an emergency regulation pursuant to this subdivision, the department shall not request approval from the Office of Administrative Law to readopt the regulation as an emergency regulation pursuant to Section 11346.1 of the Government Code.
- (j) An urban retail water supplier shall be granted an extension to July 1, 2011, for adoption of an urban water management plan pursuant to Part 2.6 (commencing with Section 10610) due in 2010 to allow use of technical methodologies developed by the department pursuant to paragraph (4) of subdivision (b) and subdivision (h). An urban retail water supplier that adopts an urban water management plan due in 2010 that does not use the methodologies developed by the department pursuant to subdivision (h) shall amend the plan by July 1, 2011, to comply with this part.

**10608.22.** Notwithstanding the method adopted by an urban retail water supplier pursuant to Section 10608.20, an urban retail water supplier's per capita daily water use reduction shall be no less than 5 percent of base daily per capita water use as defined in paragraph (3) of subdivision (b) of Section 10608.12. This section does not apply to an urban retail water supplier with a base daily per capita water use at or below 100 gallons per capita per day.

**10608.24.**

- (a) Each urban retail water supplier shall meet its interim urban water use target by December 31, 2015.
- (b) Each urban retail water supplier shall meet its urban water use target by December 31, 2020.
- (c) An urban retail water supplier's compliance daily per capita water use shall be the measure of progress toward achievement of its urban water use target.
- (d) (1) When determining compliance daily per capita water use, an urban retail water supplier may consider the following factors:

- (A) Differences in evapotranspiration and rainfall in the baseline period compared to the compliance reporting period.
  - (B) Substantial changes to commercial or industrial water use resulting from increased business output and economic development that have occurred during the reporting period.
  - (C) Substantial changes to institutional water use resulting from fire suppression services or other extraordinary events, or from new or expanded operations, that have occurred during the reporting period.
- (2) If the urban retail water supplier elects to adjust its estimate of compliance daily per capita water use due to one or more of the factors described in paragraph (1), it shall provide the basis for, and data supporting, the adjustment in the report required by Section 10608.40.
- (e) When developing the urban water use target pursuant to Section 10608.20, an urban retail water supplier that has a substantial percentage of industrial water use in its service area, may exclude process water from the calculation of gross water use to avoid a disproportionate burden on another customer sector.
- (f) (1) An urban retail water supplier that includes agricultural water use in an urban water management plan pursuant to Part 2.6 (commencing with Section 10610) may include the agricultural water use in determining gross water use. An urban retail water supplier that includes agricultural water use in determining gross water use and develops its urban water use target pursuant to paragraph (2) of subdivision (b) of Section 10608.20 shall use a water efficient standard for agricultural irrigation of 100 percent of reference evapotranspiration multiplied by the crop coefficient for irrigated acres.
- (2) An urban retail water supplier, that is also an agricultural water supplier, is not subject to the requirements of Chapter 4 (commencing with Section 10608.48), if the agricultural water use is incorporated into its urban water use target pursuant to paragraph (1).

**10608.26.**

- (a) In complying with this part, an urban retail water supplier shall conduct at least one public hearing to accomplish all of the following:
- (1) Allow community input regarding the urban retail water supplier's implementation plan for complying with this part.
  - (2) Consider the economic impacts of the urban retail water supplier's implementation plan for complying with this part.

- (3) Adopt a method, pursuant to subdivision (b) of Section 10608.20, for determining its urban water use target.
- (b) In complying with this part, an urban retail water supplier may meet its urban water use target through efficiency improvements in any combination among its customer sectors. An urban retail water supplier shall avoid placing a disproportionate burden on any customer sector.
- (c) For an urban retail water supplier that supplies water to a United States Department of Defense military installation, the urban retail water supplier's implementation plan for complying with this part shall consider the United States Department of Defense military installation's requirements under federal Executive Order 13423.
- (d) (1) Any ordinance or resolution adopted by an urban retail water supplier after the effective date of this section shall not require existing customers as of the effective date of this section, to undertake changes in product formulation, operations, or equipment that would reduce process water use, but may provide technical assistance and financial incentives to those customers to implement efficiency measures for process water. This section shall not limit an ordinance or resolution adopted pursuant to a declaration of drought emergency by an urban retail water supplier.
- (2) This part shall not be construed or enforced so as to interfere with the requirements of Chapter 4 (commencing with Section 113980) to Chapter 13 (commencing with Section 114380), inclusive, of Part 7 of Division 104 of the Health and Safety Code, or any requirement or standard for the protection of public health, public safety, or worker safety established by federal, state, or local government or recommended by recognized standard setting organizations or trade associations.

**10608.28.**

- (a) An urban retail water supplier may meet its urban water use target within its retail service area, or through mutual agreement, by any of the following:
  - (1) Through an urban wholesale water supplier.
  - (2) Through a regional agency authorized to plan and implement water conservation, including, but not limited to, an agency established under the Bay Area Water Supply and Conservation Agency Act (Division 31 (commencing with Section 81300)).
  - (3) Through a regional water management group as defined in Section 10537.
  - (4) By an integrated regional water management funding area.



- (5) By hydrologic region.
- (6) Through other appropriate geographic scales for which computation methods have been developed by the department.
- (b) A regional water management group, with the written consent of its member agencies, may undertake any or all planning, reporting, and implementation functions under this chapter for the member agencies that consent to those activities. Any data or reports shall provide information both for the regional water management group and separately for each consenting urban retail water supplier and urban wholesale water supplier.

**10608.32.** All costs incurred pursuant to this part by a water utility regulated by the Public Utilities Commission may be recoverable in rates subject to review and approval by the Public Utilities Commission, and may be recorded in a memorandum account and reviewed for reasonableness by the Public Utilities Commission.

**10608.36.** Urban wholesale water suppliers shall include in the urban water management plans required pursuant to Part 2.6 (commencing with Section 10610) an assessment of their present and proposed future measures, programs, and policies to help achieve the water use reductions required by this part.

**10608.40.** Urban water retail suppliers shall report to the department on their progress in meeting their urban water use targets as part of their urban water management plans submitted pursuant to Section 10631. The data shall be reported using a standardized form developed pursuant to Section 10608.52.

**10608.42.** The department shall review the 2015 urban water management plans and report to the Legislature by December 31, 2016, on progress towards achieving a 20-percent reduction in urban water use by December 31, 2020. The report shall include recommendations on changes to water efficiency standards or urban water use targets in order to achieve the 20-percent reduction and to reflect updated efficiency information and technology changes.

**10608.43.** The department, in conjunction with the California Urban Water Conservation Council, by April 1, 2010, shall convene a representative task force consisting of academic experts, urban retail water suppliers, environmental organizations, commercial water users, industrial water users, and institutional water users to develop alternative best management practices for commercial, industrial, and institutional users and an assessment of the potential statewide water use efficiency improvement in the commercial, industrial, and institutional sectors that would result from implementation of these best management practices. The taskforce, in conjunction with the department, shall submit a report to the Legislature by April 1, 2012, that shall include a review of multiple sectors within commercial, industrial, and institutional users and that shall recommend water use efficiency standards for

commercial, industrial, and institutional users among various sectors of water use. The report shall include, but not be limited to, the following:

- (a) Appropriate metrics for evaluating commercial, industrial, and institutional water use.
- (b) Evaluation of water demands for manufacturing processes, goods, and cooling.
- (c) Evaluation of public infrastructure necessary for delivery of recycled water to the commercial, industrial, and institutional sectors.
- (d) Evaluation of institutional and economic barriers to increased recycled water use within the commercial, industrial, and institutional sectors.
- (e) Identification of technical feasibility and cost of the best management practices to achieve more efficient water use statewide in the commercial, industrial, and institutional sectors that is consistent with the public interest and reflects past investments in water use efficiency.

**10608.44.** Each state agency shall reduce water use on facilities it operates to support urban retail water suppliers in meeting the target identified in Section 10608.16.

**APPENDIX C**  
**NOTIFICATION MEMORANDA**



# City of Sierra Madre

## MEMORANDUM

**TO:** City of Sierra Madre

**FROM:** City of Sierra Madre

**SUBJECT:** 2010 Urban Water Management Plan Update

**DATE:** January 12, 2011

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The Urban Water Management Planning Act requires every "urban water supplier"<sup>1</sup> to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update that plan at least once every five years on or before December 31, in years ending in five and zero. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts. The City of Sierra Madre (City) is currently in the process of updating our 2010 UWMP.

As an urban water supplier, the City is required pursuant to Section 10620(d)(2) of the UWMP Act to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City will be reviewing the UWMP and will make amendments and changes, as appropriate. The City invites you to submit comments in anticipation of the development of our 2010 UWMP.

Please provide written comments within the next 15 days to the City.  
Submit written comments to:

Bruce Inman  
Director of Public Works  
City of Sierra Madre  
232 W. Sierra Madre, CA 91024

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<sup>1</sup>Section 10617 of the Urban Water Management Planning Act states, "'Urban Water Supplier' means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually."

232 W. Sierra Madre Blvd., Sierra Madre, CA 91024  
Telephone (626) 355-7135 Fax (626) 355-2251



# City of Sierra Madre

## MEMORANDUM

**TO:** City of Arcadia

**FROM:** City of Sierra Madre

**SUBJECT:** 2010 Urban Water Management Plan Update

**DATE:** January 12, 2011

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232 W. Sierra Madre Blvd., Sierra Madre, CA 91024  
Telephone (626) 355-7135 Fax (626) 355-2251



# City of Sierra Madre

## MEMORANDUM

**TO:** Raymond Basin Management Board

**FROM:** City of Sierra Madre

**SUBJECT:** 2010 Urban Water Management Plan Update

**DATE:** January 12, 2011

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# City of Sierra Madre

## MEMORANDUM

**TO:** County of Los Angeles

**FROM:** City of Sierra Madre

**SUBJECT:** 2010 Urban Water Management Plan Update

**DATE:** January 12, 2011

---

The Urban Water Management Planning Act requires every "urban water supplier"<sup>1</sup> to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update that plan at least once every five years on or before December 31, in years ending in five and zero. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts. The City of Sierra Madre (City) is currently in the process of updating our 2010 UWMP.

As an urban water supplier, the City is required pursuant to Section 10620(d)(2) of the UWMP Act to coordinate with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP. The City will be reviewing the UWMP and will make amendments and changes, as appropriate. The City invites you to submit comments in anticipation of the development of our 2010 UWMP.

Please provide written comments within the next 15 days to the City.  
Submit written comments to:

Bruce Inman  
Director of Public Works  
City of Sierra Madre  
232 W. Sierra Madre, CA 91024

---

<sup>1</sup>Section 10617 of the Urban Water Management Planning Act states, "*Urban Water Supplier*" means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually.

232 W. Sierra Madre Blvd., Sierra Madre, CA 91024  
Telephone (626) 355-7135 Fax (626) 355-2251



# City of Sierra Madre

## MEMORANDUM

**TO:** Main San Gabriel Basin Watermaster

**FROM:** City of Sierra Madre

**SUBJECT:** 2010 Urban Water Management Plan Update

**DATE:** January 12, 2011

---

The Urban Water Management Planning Act requires every "urban water supplier"<sup>1</sup> to prepare and adopt an Urban Water Management Plan (UWMP) and periodically update that plan at least once every five years on or before December 31, in years ending in five and zero. The UWMP is a planning document and a source document to direct urban water suppliers to evaluate and compare their water supply and reliability to their existing water conservation efforts. The City of Sierra Madre (City) is currently in the process of updating our 2010 UWMP.

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Telephone (626) 355-7135 Fax (626) 355-2251





# City of Sierra Madre

## MEMORANDUM

**TO:** San Gabriel Valley Municipal Water District

**FROM:** City of Sierra Madre

**SUBJECT:** 2010 Urban Water Management Plan Update

**DATE:** January 12, 2011

---

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Director of Public Works  
City of Sierra Madre  
232 W. Sierra Madre, CA 91024

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232 W. Sierra Madre Blvd., Sierra Madre, CA 91024  
Telephone (626) 355-7135 Fax (626) 355-2251

**APPENDIX D**

**NOTICE OF PUBLIC HEARING**

**CITY OF SIERRA MADRE**

**NOTICE OF PUBLIC HEARING**

The City of Sierra Madre will hold a PUBLIC HEARING on May 10, 2011 for the purpose of adopting its 2010 draft Urban Water Management Plan.

The 2010 draft Urban Water Management Plan (Plan) was prepared pursuant to the "Urban Water Management Planning Act", California Water Code, Sections 10608 through 10656. The State Department of Water Resources requires every urban water supplier to prepare and adopt a Plan and periodically update that plan at least once every five years.

**DATE AND TIME OF HEARING**

City of Sierra Madre  
City Council Meeting  
Tuesday, May 10, 2011  
(Meeting begins at 6:30 p.m.)

**PLACE OF HEARING**

City of Sierra Madre  
City Council Chambers  
232 W. Sierra Madre Blvd.  
Sierra Madre, Ca.  
91024

At the Public Hearing, the City Council will hear and consider oral and written testimony from any person interested in the proposed Ordinance.

Copies of the draft 2010 Urban Water Management Plan are available for review at Sierra Madre City Hall and at the Sierra Madre Public Library. If you cannot attend the PUBLIC HEARING, you may submit written comments by 5 p.m. on May 10, 2011 to the City of Sierra Madre at 232 West Sierra Madre Boulevard, Sierra Madre, CA, 91024

Posted



Bruce Inman, Director of Public Works

3.3.2011

Date



CE OF TRUSTEE'S SALE File  
7777.13863 Title Order No.  
2631-CA-BFI MIN No.  
3195007589912 APN 5726-018-035  
ARE IN DEFAULT UNDER A  
D OF TRUST, DATED 05/06/05.  
ESS YOU TAKE ACTION TO  
TECT YOUR PROPERTY, IT  
BE SOLD AT A PUBLIC SALE.  
YOU NEED AN EXPLANATION  
THE NATURE OF THE  
CEEDING AGAINST YOU, YOU  
ULD CONTACT A LAWYER. A  
ic auction sale to the highest  
er for cash, cashier's check  
vn on a state or national bank,  
k drawn by state or federal credit  
n, or a check drawn by a state or  
ral savings and loan association,  
savings association, or savings  
k specified in 5102 of the Financial  
a and authorized to do business in  
state, will be held by duly  
ointed trustee. The sale will be  
de, but without covenant or  
rantly, expressed or implied,  
arding title, possession, or  
umbrances, to satisfy the  
gation secured by said Deed of  
ist. The undersigned Trustee  
claims any liability for any  
orrectness of the property address  
other common designation, if any,  
own herein. Trustor(s): Exie  
gions Recorded: 05/13/05, as  
trument No. 05 1135613, of Official  
ords of LOS ANGELES County,  
lifornia, Date of Sale: 03/28/11 at  
10 PM Place of Sale: At the front  
trance to the Pomona Superior  
urts Building, 350 West Mission  
vd., Pomona, CA The purported  
perty address is: 676 LINCOLN  
/E, PASADENA, CA 91003  
sors Parcel No. 5726-018-035 The  
al amount of the unpaid balance of  
e obligation secured by the property  
be sold and reasonable estimated  
sts, expenses and advances at the  
ne of the initial publication of the  
tice of Sale is \$789,933.03. If the sale  
set aside for any reason, the  
rchaser at the sale shall be entitled  
y to a return of the deposit paid,  
ys interest. The purchaser shall  
ve no further recourse against the  
necifiary, the Trustor or the  
jstee. Date: March 2, 2011  
ORTHWEST TRUSTEE SERVICES,  
IC., as Trustee Victoria Gutierrez,  
thorized Signatory 505 N. Tustin  
venue, Suite 243, Santa Ana, CA  
705 Sale Info website:  
ww.U.S.A.-Foreclosure.com  
Automated Sales Line: 714-277-4845  
einstatement and Pay-Off Requests:  
66) 387-NWTS THIS OFFICE IS  
TEMPTING TO COLLECT A  
EBT AND ANY INFORMATION  
BTAINED WILL BE USED FOR  
HAT PURPOSE FEI# 1002.186811  
/07, 03/14, 03/21/2011  
asadena Star-News Ad #201196

T.S. No. T10-67858-CA / APN:  
5755-022-005 NOTICE OF TRUSTEE'S  
SALE YOU ARE IN DEFAULT  
UNDER A DEED OF TRUST DATED  
4/18/2007. UNLESS YOU TAKE  
ACTION TO PROTECT YOUR  
PROPERTY, IT MAY BE SOLD AT A  
PUBLIC SALE. IF YOU NEED AN  
EXPLANATION OF THE NATURE  
OF THE PROCEEDING AGAINST  
YOU, YOU SHOULD CONTACT A  
LAWYER. A public auction sale to the  
highest bidder for cash, Cashier's  
Check drawn on a state or national  
bank, check drawn by a state or  
federal credit union, or a check drawn  
by a state or federal savings and loan  
association, or savings association, or  
savings bank specified in section 5102  
of the Financial Code and authorized  
to do business in this state will be  
held by the duly appointed trustee as  
shown below, of all right, title, and  
interest conveyed to and now held by  
the trustee in the hereinafter  
described property under and  
pursuant to a deed of trust described  
below. The sale will be made, but  
without covenant or warranty,  
expressed or implied, regarding title,  
possession, or encumbrances, to pay  
the remaining principal sum of the  
note(s) secured by the Deed of Trust,  
with interest and late charges  
thereon, as provided in the note(s),  
advances, under the terms of the  
Deed of Trust, interest thereon, fees,  
charges and expenses of the Trustee  
for the total amount (at the time of  
the initial publication of the Notice of  
Sale) reasonably estimated to be set  
forth below. The amount may be  
greater on the day of sale. Pursuant  
to California Civil Code Section 2923.54  
the undersigned, on behalf of the  
beneficiary, loan servicer, or  
authorized agent, declares as follows:  
[X] The mortgage loan servicer has  
obtained from the commissioner a  
final or temporary order of exemption  
pursuant to Section 2923.53 that is  
current and valid on the date the  
notice of sale is filed and [X] The  
timeframe for giving notice of sale  
specified in subdivision (a) of Section  
2923.52 does not apply pursuant to  
Section 2923.52 or 2923.55 Trustor: Iris  
Meila, an unmarried woman Duly  
Appointed Trustee: CR Title Services,  
Inc. C/O Pite Duncan, 4375 Jutland  
Drive, Suite 200, San Diego, CA 92117  
877-576-0472 Recorded 04/24/2007 as  
Instrument No. 20070982464 in book  
page of Official Records in the office  
of the Recorder of Los Angeles  
County, California, Date of Sale:  
3/21/2011 at 10:30 AM Place of Sale: At  
the front entrance to the Pomona  
Superior Courts Building, 350 West  
Mission Blvd., Pomona, CA Amount of  
unpaid balance and other charges:  
\$547,135.64 Street Address or other  
common designation of real property:  
3944 Elma Road Pasadena, CA 91107  
A.P.N.: 5755-022-005 Legal  
Description: As more fully described  
in said Deed of Trust The undersigned  
Trustee disclaims any liability for any  
incorrectness of the street address or  
other common designation, if any,  
shown above. If no street address or  
other common designation is shown,  
directions to the location of the  
property may be obtained by sending  
a written request to the beneficiary  
within 10 days of the date of first  
publication of this Notice of Sale. The  
Trustee shall incur no liability for any  
good faith error in stating the proper  
amount of unpaid balances and  
charges. For sales information please  
contact Priority Posting and  
Publishing at  
www.priorityposting.com or (714)  
573-1965 Reinstatement Line:  
877-576-0472 Date: 2/28/2011 CR Title  
Services, Inc 1000 Technology Drive,  
MS-314 O'Fallon MO 63368 Kimberly  
Lee, Trustee Specialist Federal Law  
requires us to notify you that we are  
acting as a debt collector. If you are  
currently in a bankruptcy or have  
received a discharge in bankruptcy as  
to this obligation, this communication  
is intended for informational purposes  
only and is not an attempt to collect a  
debt in violation of the automatic stay  
or the discharge injunction. P805047  
2/28, 3/7, 03/14/2011  
Pasadena Star-News Ad #104228

#### NOTICE OF PUBLIC LIEN SALE

Notice is hereby given that the undersigned intends to sell the personal property described below to enforce a lien imposed on said property under the California Self-Service Storage Facility Act (Business and Professions Code Section 21700-21716), Section 2328 of the UCC, Section 535 of the Penal Code and provisions of the Civil Code.

The undersigned will sell at public sale by competitive bidding on the 21st day of March 2011 at 1:00 P.M., on the premises where said property has been stored and which are located at PASADENA SELF STORAGE, 1885 Locust Street, Pasadena, County of Los Angeles, State of California, the following:

Account Unit#	Description
John Klemic-4682--boxes,	suitcases, frames
Honoria Robles-328--lawnmower,	tools, car bumpers
Brooks Pinkering-314--drill press,	power saw, tools, boxes
Clyde B Eaton Jr--187--	boxes, suitcases
Clyde Eaton-256--boxes, suitcases	
Julius Johnson--4861--skis, boxes	
James Buckley-221--table, desk, sofa,	keyboard, TV, cabinet

Purchase must be paid for at time of purchase in cash only. All purchased items sold as is where is and must be removed at time of sale. Sale subject to cancellation in the event of settlement between owner and obligated party.

O'Brien's Lien Service, RS19468  
Dated this 7th and 14th day of March 2011  
O'Brien's Auction & Vehicle  
Lien Service  
James R. O'Brien  
Bond # 158525941  
(951) 681-4113, RS 19468  
Publish: March 7, 14, 2011  
Pasadena Star-News Ad#111598

#### Public Notices 51 Public Notices 51

##### CITY OF SIERRA MADRE NOTICE OF PUBLIC HEARING

The City of Sierra Madre will hold a PUBLIC HEARING on May 10, 2011 for the purpose of adopting its 2010 draft Urban Water Management Plan. The 2010 draft Urban Water Management Plan (Plan) was prepared pursuant to the "Urban Water Management Planning Act", California Water Code, Sections 10608 through 10656. The State Department of Water Resources requires every urban water supplier to prepare and adopt a Plan and periodically update that plan at least once every five years.

##### DATE AND TIME OF HEARING:

City of Sierra Madre  
City Council Meeting  
Tuesday, May 10, 2011  
(Meeting begins at 6:30 p.m.)

##### PLACE OF HEARING:

City of Sierra Madre  
City Council Chambers  
232 W. Sierra Madre Blvd.  
Sierra Madre, Ca. 91024

At the Public Hearing, the City Council will hear and consider oral and written testimony from any person interested in the Plan. Copies of the draft 2010 Urban Water Management Plan are available for review at Sierra Madre City Hall and at the Sierra Madre Public Library. If you cannot attend the PUBLIC HEARING, you may submit written comments by 5 p.m. on May 10, 2011 to the City of Sierra Madre at 232 West Sierra Madre Boulevard, Sierra Madre, CA, 91024 For questions, Contact Mr. Bruce Inman, Director of Public Works at (626)355-7135.

Publish: March 7, 2011  
Pasadena Star-News Ad #113609

**FIND  
A  
PLACE  
TO  
CALL  
H  
O  
M**

#### Public Notices 51 Public Notices 51

OTICE OF TRUSTEE'S SALE TS #:  
A-10-396481-CL Order #:  
10639428-CA-LPI YOU ARE IN  
DEFAULT UNDER A DEED OF  
TRUST DATED 6/27/2007. UNLESS  
YOU TAKE ACTION TO PROTECT  
OUR PROPERTY, IT MAY BE  
OLD AT A PUBLIC SALE. IF YOU  
EED AN EXPLANATION OF THE  
ATURE OF THE PROCEEDING  
AGAINST YOU, YOU SHOULD  
ONTACT A LAWYER. A public  
uction sale to the highest bidder for  
ash, cashier's check drawn on a  
ate or national bank, check drawn  
y state or federal credit union, or  
a check drawn by a state or federal  
avings and loan association, or  
avings association, or savings bank  
pecified in Section 5102 to the  
inancial code and authorized to do  
usiness in this state, will be held by  
uly appointed trustee. The sale will  
e made, but without covenant or  
arranty, expressed or implied,  
egarding title, possession, or  
ncumbrances, to pay the remaining  
rincipal sum of the note(s) secured  
y the Deed of Trust, with interest  
nd late charges thereon, as provided  
n the note(s), advances, under the  
rms of the Deed of Trust. Interest



**PASADENA STAR-NEWS**

affiliated with  
SGV Newspaper Group  
911 E. Colorado Blvd.  
Pasadena, CA 91109

**PROOF OF PUBLICATION  
(2015.5 C.C.P.)**

**STATE OF CALIFORNIA  
County of Los Angeles**

I am a citizen of the United States, and a resident of the county aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of PASADENA STAR-NEWS, a newspaper of general circulation which has been adjudicated as a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, on the date of June 22, 1927, Case Number 225647. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

5/6/11

I declare under penalty of perjury that the foregoing is true and correct.

Executed at West Covina, LA Co. California  
this 6 day of MAY, 20 11

signature

Proof of Publication of

**CITY OF SIERRA MADRE  
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Publish: May 6, 2011  
Pasadena Star-News

Ad #190982



# GABRIEL VALLEY NEWSPAPER GROUP

Valley Tribune / Pasadena Star-News / Whittier Daily News  
Highlander Newspaper

N. Azusa Canyon Road, West Covina, CA 91790  
(626) 962-8811 Fax (626) 856-2737

LEGAL ADVERTISING  
INVOICE/STATEMENT

PAGE NO.  
1

BILLING PERIOD	
FROM	TO
03/01/11	03/31/11

BILLED ACCOUNT NO.
1L3557135

BILLING INQUIRIES:
626-962-8811 X2680

TERMS OF PAYMENT
NET 20 DAYS

ACCOUNT NAME & ADDRESS
CITY OF SIERRA MADRE 232 W. SIERRA MADRE BLVD. ATTN: A/P SIERRA MADRE CA 91024

START DATE	STOP DATE	DAYS RUN	REFERENCE NUMBER	AD NUMBER	P.O. NUMBER/KEYWORD	CLASS NO.	BUY/PUB	COL X DEPTH	DISCOUNT	NET AMOUNT
03/07/07	03/07	1	S113609307A	13609	URBAN WATE/CITY OF	51	A	2 X 4.85IN		195.68
FOR INQUIRIES ABOUT YOUR BILL PLEASE CALL 626-962-8811 EXT 2680.										

Approved For Payment

Initials B. Inma Date 5/2/11

PO # 71000-81100-53102

Approved For Payment

Initials CC Date 5/2/11

PO # 71000-81100-53409

Account # 71000-81100-53409

PREVIOUS AMOUNT	NEW CHARGES	PAYMENTS	DEBIT ADJUSTMENT	CREDIT ADJUSTMENT	PAY THIS AMOUNT
.00	195.68	.00	.00	.00	195.68

REP NAME	CURRENT	30 DAYS	60 DAYS	90 DAYS & OVER
OPEN LEGAL REP	195.68	.00	.00	.00

## BUY CODE LEGEND

A TRIBUNE / STAR NEWS  
WHITTIER NEWS

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NAME
CITY OF SIERRA MADRE

ACCOUNT NUMBER
1L3557135

SEND PAYMENT TO:
SAN GABRIEL VALLEY NEWSPAPER P.O. BOX 6147 COVINA CA 91722

PLEASE ENTER TOTAL PAID

20 CLASSIFD

LE 1L3557135

8 201103

0000195685

debby.chapman@sgvn.com

# SAN GABRIEL VALLEY NEWSPAPER GROUP

San Gabriel Valley Tribune / Pasadena Star-News / Whittier Daily News  
Highlander Newspaper

1210 N. Azusa Canyon Road, West Covina, CA 91790  
626-962-8811 Fax 626-856-2750

## LEGAL AD SCHEDULE


ACCOUNT NO: 1L3557135

CITY OF SIERRA MADRE  
232 W. SIERRA MADRE BLVD.  
ATTN. A/P

DATE ORDERED: 05/04/11  
PAGE: 1

SIERRA MADRE, CA 91024

AD #	START	STOP	DESC	TIMES	COL	SIZE	CHARGE	NOTES	PUB
J0982	05/06/11	05/06/11	CITY OF	1	2	.34I	195.68	FIRST RUN	SN

  
\_\_\_\_\_  
PRINCIPAL CLERK (S813)

RECEIVED

MAY 23 2011

CLERK  
FEDERAL WORKING 05/04/11

**APPENDIX E**  
**RESOLUTION ADOPTING PLAN**



**RESOLUTION 11-27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE  
ADOPTING THE YEAR 2010 URBAN WATER MANAGEMENT PLAN**

**WHEREAS**, the California Legislature enacted the California Urban Water Management Planning Act (The Act) in 1983 and has amended said Act numerous times since, (California Water Code Section 10610 - 10657); and

**WHEREAS**, the Act mandates that every urban water supplier providing municipal water directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to develop an Urban Water Management Plan; and

**WHEREAS**, the City of Sierra Madre is an urban water supplier of water providing water to more than 3,000 customers, and has therefore prepared an Urban Water Management Plan in compliance with the requirements of AB 2853 and the City Council has considered any and all evidence presented at a duly noticed public hearing regarding said Plan by the City Council on May10, 2011.

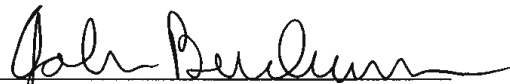
**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Sierra Madre as follows:

**SECTION 1.** The 2010 Urban Water Management Plan on file with the City is hereby adopted and ordered filed with the City Clerk.

**SECTION 2.** The Director of Public Works is hereby authorized and directed to file a copy of the City's adopted 2010 Urban Water Management Plan with the California Department of Water Resources.

**APPROVED AND ADOPTED** by the City Council of the City of Sierra Madre at a regular City Council meeting held on the 10<sup>th</sup> day of May, 2011.

ATTEST:

  
Mayor

STATE OF CALIFORNIA           )  
COUNTY OF LOS ANGELES    ) SS.  
CITY OF SIERRA MADRE        )

I, NANCY SHOLLENBERGER, City Clerk of the City of Sierra Madre, California, DO  
HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of said City  
at a regular meeting of said City Council held on the 10<sup>th</sup> day of May, 2011, and that it was so  
adopted by called vote as follows:

AYES:           **Mayor, John Buchanan, Mayor Pro Tem, Josh Moran (via teleconference),**  
                    **Council Members, MaryAnn MacGillivray, Joe Mosca and Nancy Walsh.**  
NOES:           **None**  
ABSENT:        **None**  
ABSTAIN:       **None**

  
City Clerk

**APPENDIX F**  
**RAYMOND BASIN JUDGMENT**

1 Victor Kaleta  
2 City Attorney, Pasadena  
3 City Hall  
4 Pasadena, California 91109  
5  
6 BEST, BEST & KRIEGER  
7 Arthur L. Littleworth  
8 P. O. Box 1028  
9 Riverside, California 92502  
10 Telephone: (714) 686-1450  
11 Special Counsel for Plaintiff  
12

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

11 CITY OF PASADENA, a municipal )  
12 corporation, )  
13 Plaintiff, )  
14 vs. )  
15 CITY OF ALHAMBRA, a municipal )  
16 corporation, et al., )  
17 Defendants. )

NO. Pasadena C-1323

JUDGMENT

(As Modified and Restated  
March 26, 1984)

18 The above-entitled action was brought by plaintiff,  
19 City of Pasadena, a municipal corporation, against City of  
20 Alhambra, a municipal corporation, City of Monrovia, a municipal  
21 corporation, City of Arcadia, a municipal corporation, City of  
22 Sierra Madre, a municipal corporation, City of South Pasadena,  
23 a municipal corporation, La Canada Irrigation District, San  
24 Gabriel County Water District, Lincoln Avenue Water Company, a  
25 corporation, The Las Flores Water Company, a corporation, Rubio  
26 Canon Land and Water Association, a corporation, Valley Water  
27 Company, a corporation, Flintridge Mutual Water Company, a  
28 corporation, California-Michigan Land and Water Company, a cor-

1 poration, Mira Loma Mutal Water Company, a corporation, El  
2 Campo Mutual Water Company, a corporation, Sunnyslope Water  
3 Company, a corporation, California Water and Telephone Company,  
4 a corporation, Crown City Ice Company, a corporation, Rancho  
5 Santa Anita, Inc., a corporation, Royal Laundry and Dry Cleaning  
6 Company, a corporation, Alice H. Graves, A. V. Wagner, Eugene E.  
7 Bean, Fred M. Wilcox, and Charles Hueston Hastings, Defendants,  
8 for the purpose of quieting the title of said plaintiff as  
9 against said defendants to the alleged prior and paramount right  
10 of said plaintiff to take, divert and use the waters within the  
11 area involved in the issues of the action situate in the County  
12 of Los Angeles, State of California, and to enjoin each defen-  
13 dant found to own a right to take or divert water from the  
14 Raymond Basin from taking therefrom, in any year, water in such  
15 volume as, when added to the amount which the other parties  
16 shall be adjudged and decreed to be entitled to take and divert,  
17 would result in a total annual diversion from said basin in  
18 excess of the average annual supply of water thereto; and on  
19 July 13, 1939, the above-entitled Court having issued its order  
20 directing said plaintiff to bring in and make parties to said  
21 action Ross M. Lockhard, Pasadena Cemetery Association, a cor-  
22 poration, Altadena Golf Club, a corporation, Henry E. Huntington  
23 Library and Art Gallery, a corporation, Bradbury Estate Company,  
24 a corporation, and East Pasadena Water Company, Ltd., a corpora-  
25 tion, and said Court on the 8th day of November, 1939, having  
26 made its order declaring void the order to bring in new parties  
27 made July 13, 1939, insofar as East Pasadena Water Company, Ltd.,  
28 is concerned, and said defendant having been dismissed from

1 this action; and

2 All said parties defendant having been duly served  
3 personally with summons and a copy of the complaint, and the  
4 issues having been joined; defendant Ross M. Lockhard having  
5 answered by his true name Ross M. Lockhart; and Robert A.  
6 Millikan, Archer Milton Huntington, Herbert Hoover, William B.  
7 Munro and Edwin P. Hubbell, Trustees of the Henry E. Huntington  
8 Library and Art Gallery answering for defendant Henry E.  
9 Huntington Library and Art Gallery, a corporation; defendants  
10 Bradbury Estate Company, a corporation, and Eugene E. Bean  
11 having disclaimed any right, title, interest or estate in and  
12 to the properties involved in this action, Charles Hueston  
13 Hastings, having answered by his true name Charles Heuston  
14 Hastings, and since the commencement of this action said defen-  
15 dant Charles Heuston Hastings having died and Ernest Crawford  
16 May as Executor of the Last Will and Testament of Charles  
17 Heuston, Hastings, deceased, having been substituted for said  
18 decedent, and A. V. Wagner having answered and having asserted  
19 and claimed a right to water on his own behalf and on behalf of  
20 others claiming under and through him, and Canyon Mutual Water  
21 Company, a corporation, sued herein as Doe Corporation No. 1,  
22 having answered under its true name, and defendant Alice H.  
23 Graves having died since the commencement of this action, and  
24 Alice Graves Stewart and Katharine Graves Armstrong and  
25 Francis P. Graves being the heirs at law of said Alice H.  
26 Graves, deceased, and being the residuary legatees under the  
27 Last Will and Testament of Alice H. Graves, deceased, and having  
28 been substituted by stipulation as parties defendant for said

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1 Alice H. Graves, and plaintiff since the commencement of this  
2 action having acquired the water rights owned and claimed by  
3 Jacob Bean Securities Company, a corporation, Alice Graves  
4 Stewart, Katharine Graves Armstrong and Francis P. Graves,  
5 exclusive of the rights of the last named individuals which  
6 are hereinafter set forth and defined, and plaintiff having  
7 duly filed its supplemental complaint with respect thereto,  
8 and the defendant City of Arcadia, since the commencement of  
9 this action, having acquired all water rights involved herein  
10 of the Rancho Santa Anita, Inc., a corporation, and said  
11 defendants having duly filed their supplemental answer with  
12 respect thereto, and First Trust and Savings Bank of Pasadena,  
13 a corporation, answering as successor in interest to defendant  
14 Altadena Golf Club, defendant Sunnyslope Water Company, a  
15 corporation, having stipulated that its true name is Sunny  
16 Slope Water Company, Chesley E. Osborn and Kathleen M. Osborn  
17 having been substituted as parties defendant in the place and  
18 stead of defendant Fred M. Wilcox, and Dell A. Schweitzer,  
19 executor of the estate of Fred M. Wilcox, deceased; motion of  
20 defendant City of South Pasadena for permission to file its  
21 amended answer disclaiming any interest or estate in the  
22 water and/or water rights in the Raymond Basin as described  
23 in plaintiff's complaint, having been granted, and said  
24 defendant, City of South Pasadena, having been dismissed from  
25 this action, subject to the obligation of said defendant to  
26 pay certain costs, plaintiff and certain defendants having  
27 jointly filed herein their motion that reference should be  
28 made to the Division of Water Resources, Department of Public

1 Works, State of California, as referee; after hearing thereon,  
2 following notice duly served on all defendants not parties to  
3 said motion, said Division of Water Resources having been  
4 appointed referee herein to investigate all of the physical  
5 facts involved herein, and seasonably to report to the Court  
6 thereon, and the said referee having filed its report herein  
7 and the objections thereto filed with it, a stipulation in  
8 writing having been entered into on the 29th day of September,  
9 1943 by and between the attorneys for certain parties, to  
10 wit: City of Alhambra, City of Arcadia, California Water and  
11 Telephone Company, Canyon Mutual Water Company, Crown City  
12 Ice Company, El Campo Mutual Water Company, First Trust and  
13 Savings Bank of Pasadena, Flintridge Mutual Water Company,  
14 Francis P. Graves, Alice Graves Stewart and Katharine Graves  
15 Armstrong, being the heirs of Alice H. Graves, deceased, and  
16 being the residuary legatees under the Last Will and Testament  
17 of Alice H. Graves, deceased, Las Flores Water Company,  
18 Lincoln Avenue Water Company, Ross M. Lockhart, Ernest Crawford  
19 May, as Executor of the Last Will and Testament of Charles  
20 Heuston Hastings, deceased, Robert A. Millikan, Archer Milton  
21 Huntington, Herbert Hoover, William B. Munro and Edwin P.  
22 Hubbell, Trustees of the Henry E. Huntington Library and Art  
23 Gallery, Mira Loma Mutual Water Company, City of Monrovia,  
24 Chesley E. Osborn and Kathleen M. Osborn, Pasadena Cemetery  
25 Association, City of Pasadena, Royal Laundry and Dry Cleaning  
26 Company, Rubio Canon Land and Water Association, San Gabriel  
27 County Water District, City of Sierra Madre, Sunny Slope  
28 Water Company, Valley Water Company, A. V. Wagner and those

1 claiming under and through him, and said stipulation having  
2 been filed herein on the 24th day of November, 1943, requesting  
3 that a certain judgment be entered herein as between said  
4 parties, and stipulating that the amount of water pumped or  
5 otherwise taken by non-parties to this action in the Western  
6 Unit of the Raymond Basin Area as described in Paragraph I of  
7 the proposed judgment attached to said stipulation was 340  
8 acre feet per year and that the amount of water pumped or  
9 otherwise taken by non-parties to this action in the Eastern  
10 Unit of said Raymond Basin Area was 109 acre feet per year,  
11 and the Court on November 24, 1943 having made its order  
12 making each and all of the terms and provisions of said  
13 proposed judgment immediately effective as to said stipulating  
14 parties, and on April 5, 1944 the Court having made its order  
15 appointing and authorizing the Division of Water Resources of  
16 the Department of Public Works of the State of California to  
17 act and serve herein as Watermaster in accordance with the  
18 provisions of the proposed judgment attached thereto and made  
19 a part thereof, and a stipulation between said stipulating  
20 parties and the defendant La Canada Irrigation District  
21 making the defendant La Canada Irrigation District a party to  
22 said stipulation for said judgment and order having been  
23 filed in this Court on April 28, 1944, and this Court on  
24 April 28, 1944 having ordered that during the pendency of  
25 this litigation or until further order of this Court the said  
26 defendant La Canada Irrigation District be made a party to  
27 the stipulation for judgment and order entered into on the  
28 29th day of September, 1943 and filed on the 24th day of

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1 November, 1943, and all objections and exceptions to the  
2 Report of Referee, except those of defendant California-  
3 Michigan Land and Water Company, having been withdrawn, and  
4 defendant Flintridge Mutual Water Company having assigned all  
5 its water rights involved herein to defendant Valley Water  
6 Company,

7           This cause came on regularly for hearing of the  
8 objections and exceptions of defendant California-Michigan  
9 Land and Water Company filed to the Report of Referee and the  
10 further trial of the cause between said defendant and the  
11 other parties on the 18th day of May, 1944 before the Honorable  
12 Frank C. Collier, judge presiding in Department Pasadena A of  
13 the above-entitled Court, the Court sitting without a jury;  
14 said hearing and trial were held on the following dates in  
15 the year 1944, to wit: May 18, May 19, May 23, May 24,  
16 May 25, May 31, June 1, June 2, June 6, June 7, June 8,  
17 July 20, August 7 and August 8. A. E. Chandler, Esq., Special  
18 Counsel, and Harold P. Huls, Esq., City Attorney, appearing  
19 as attorneys for plaintiff; Messrs. Goodspeed, McGuire,  
20 Harris & Pfaff by Richard C. Goodspeed, Esq., J. Donald  
21 McGuire, Esq., and Paul Vallee, Esq., appearing as attorneys  
22 for defendant California-Michigan Land and Water Company;  
23 Emmett A. Tompkins, Esq., City Attorney, and Kenneth K.  
24 Wright, Esq., appearing as attorneys for defendant City of  
25 Alhambra; Paul F. Garber, Esq., City Attorney, and Kenneth K.  
26 Wright, Esq., appearing as attorneys for defendant City of  
27 Monrovia; Kenneth K. Wright, Esq., appearing as attorney for  
28 defendant Ross M. Lockhart; Kenneth K. Wright, Esq., appearing

1 as attorney for defendant Flintridge Mutual Water Company;  
2 Kenneth K. Wright, Esq., appearing as attorney for defendant  
3 Valley Water Company; John C. Packard, Esq. and Kenneth K.  
4 Wright, Esq., appearing as attorneys for defendant El Campo  
5 Mutual Water Company; Messrs. Derthick, Cusack and Ganahl by  
6 W. J. Cusack, Esq., and Kenneth K. Wright, Esq., appearing as  
7 attorneys for defendant Crown City Ice Company; Messrs.  
8 Dunn & Sturgeon by Walter F. Dunn, Esq., Messrs. Chandler &  
9 Wright by Howard W. Wright, Esq., and Kenneth K. Wright,  
10 Esq., appearing as attorneys for defendants Francis Graves,  
11 Alice Graves Stewart and Katharine Graves Armstrong; Messrs.  
12 Bailie, Turner & Lake by Norman A. Bailie, Messrs. Cruickshank,  
13 Brooke & Dunlap by Robert H. Dunlap, Esq., and Kenneth K.  
14 Wright, Esq., appearing as attorneys for defendant Ernest  
15 Crawford May, as Executor of the Last Will and Testament of  
16 Charles Heuston Hastings, deceased; Messrs. Gibson, Dunn &  
17 Crutcher by Ira C. Powers, Esq., and Kenneth K. Wright, Esq.,  
18 appearing as attorneys for defendants Robert A. Millikan,  
19 Archer Milton Huntington, Herbert Hoover, William B. Munro  
20 and Edwin P. Hubbell, trustees of the Henry E. Huntington  
21 Library and Art Gallery; Messrs. Anderson and Anderson by  
22 Trent G. Anderson, Esq., and Kenneth K. Wright, Esq., appearing  
23 as attorneys for defendant Rubio Canon Land and Water Associa-  
24 tion; Frank P. Doherty, Esq., and Kenneth K. Wright, Esq.,  
25 appearing as attorneys for defendant La Canada Irrigation  
26 District; Messrs. Boyle, Holmes & Garrett by John W. Holmes,  
27 Esq., and Kenneth K. Wright, Esq., appearing as attorneys for  
28 defendant First Trust and Savings Bank of Pasadena; Walter F.

1 Dunn, Esq., City Attorney, and Kenneth K. Wright, Esq.,  
2 appearing as attorneys for defendant City of Sierra Madre;  
3 Wilton W. Webster, Esq., and Kenneth K. Wright, Esq., appearing  
4 as attorneys for defendant Royal Laundry and Dry Cleaning  
5 Company; Messrs. Bacigalupi, Elkus & Salinger by Claude  
6 Rosenberg, Esq., and Kenneth K. Wright, Esq., appearing as  
7 attorneys for defendant California Water and Telephone Company;  
8 Kenneth K. Wright, Esq., appearing as attorney for defendant  
9 San Gabriel Valley Water Company; Messrs. Merriam, Rinehart &  
10 Merriam by Ralph T. Merriam, Esq., appearing as attorneys for  
11 defendant Pasadena Cemetery Association; Frederick G. Stoehr,  
12 Esq., appearing as attorney for defendant A. V. Wagner;  
13 Messrs. Potter and Potter, by Bernard Potter, Esq., appearing  
14 as attorneys for defendant Mira Loma Mutual Water Company;  
15 Gerald E. Kerrin, Esq. and James C. Bone, Esq., City Attorney,  
16 appearing as attorneys for defendant City of Arcadia; Laurence B.  
17 Martin, Esq., appearing as attorney for defendant Sunny Slope  
18 Water Company; Robert E. Moore, Esq., appearing as attorney  
19 for defendant Lincoln Avenue Water Company; Messrs. Hahn and  
20 Hahn by Edwin F. Hahn, Esq., appearing as attorneys for  
21 defendant The Las Flores Water Company; Messrs. Hahn and Hahn  
22 by Edwin F. Hahn, Esq., appearing as attorneys for defendants  
23 Chesley E. Osborn and Kathleen M. Osborn; and Messrs. Hahn  
24 and Hahn by Edwin F. Hahn, Esq., appearing as attorneys for  
25 defendant Canyon Mutual Water Company, and

26 All objections and exceptions to the Report of  
27 Referee filed by defendant California-Michigan Land and Water  
28 Company having been overruled by the Court with the exception

1 of objection 18 which was withdrawn by said defendant, and

2 Certain stipulations having been entered into by  
3 and between the parties and evidence both oral and documentary  
4 having been introduced and the cause having been submitted to  
5 the Court for its decision upon briefs, and briefs for the  
6 respective parties having been filed and considered, the  
7 Court, being fully advised in the premises, and having made  
8 its findings of fact and conclusions of law, and

9 The Court, by reason of the stipulation aforesaid  
10 and the findings of fact and conclusions of law, having  
11 rendered its Judgment on December 23, 1944, and such Judgment  
12 having been entered in Book 1491, page 84, on December 26,  
13 1944, and

14 Pursuant to its reservation of jurisdiction in this  
15 case, and pursuant to appropriate motions, the Court having  
16 modified the Judgment on April 29, 1955; on January 17, 1974;  
17 and on June 24, 1974, and

18 Plaintiff having moved the Court for an order  
19 further modifying and restating the Judgment as modified,  
20 such motion having come on regularly for hearing on the 16th  
21 day of March, 1984, in Department A of the Northeast District  
22 of this Court, the Honorable Robert M. Olson, Judge, presiding;  
23 and notice of such motion having been duly served on all  
24 defendants and interested parties; and no objections to the  
25 granting of the motion having been filed or made at the hearing;  
26 and good cause having been shown, and the Court having therefore  
27 granted the motion, pursuant to the continuing jurisdiction of  
28 the Court,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Judgment in this case be modified and restated (including all transfers of rights and prior modifications which remain valid) as follows:

## I

There exists in the County of Los Angeles, State of California, a field of groundwater, known and hereinafter referred to as the Raymond Basin Area, and subdivisions thereof herein designated the Eastern Unit and the Western Unit which are shown on the map attached hereto and hereby made a part hereof.

Under existing conditions, the safe yield of said Eastern Unit is 5,290 acre feet per year, and the safe yield of said Western Unit is 25,480 acre feet per year.

The amount of water pumped or otherwise taken by non-parties to this action in said Western Unit is less than 100 acre feet per year, and the amount of water pumped or otherwise taken by non-parties to this action in said Eastern Unit is zero acre feet per year.

The parties hereto pumping from wells or otherwise taking water for beneficial use from the ground in said subdivisions of said Raymond Basin Area are as shown in the table in Paragraph IV hereof.

/ / /

/ / /

II

As to those parties hereto who are taking or diverting water for beneficial use from any source contributing to the supply of water in the ground in said Raymond Basin Area, each of said parties has the right as against all parties other than the defendant California-Michigan Land and Water Company, no determination as to the existence of such right being made as against it, to continue to divert from such source for such use an amount of water measured by the maximum capacity of its diversion works and other facilities as the same existed at any time within five (5) years prior to October 1, 1937. That said maximum capacities of the said works and facilities of each of said parties in cubic feet per second are as follows:

La Canada Irrigation District (Snover Canyon)	1.20
Las Flores Water Company	0.50
Lincoln Avenue Water Company	6.59
Lockhart, Ross M.	1.20
May, Ernest Crawford, as Executor of the Last Will and Testament of Charles Heuston Hastings, deceased	0.26
Mira Loma Mutual Water company	0.81
Pasadena Cemetery Association	0.02
Pasadena, City of	
Arroyo Seco Including Millard Canyon	25.00
Eaton Canyon	8.90
Rubio Canon Land and Water Association	2.20
Sierra Madre, City of	6.00

Each of said parties, and each of their agents, employees, attorneys, and any and all persons acting by, through, or under them, or any of them, are and each of them is hereby forever enjoined and restrained from increasing its taking or diversion from such source beyond the amount of

1 such taking or diversion as measured by said maximum capacity  
2 of its diversion works and other facilities.

3 Each of the said parties, and their successors in  
4 interest, having diversion rights as set forth above in the  
5 Western Unit of the Raymond Basin Area shall have the right  
6 in its discretion to spread the surface water diverted pursuant  
7 to its respective right, and to recapture eighty percent  
8 (80%) thereof by pumping, subject to and upon the following  
9 terms and conditions.

10 (1) The water shall be spread for percolation into  
11 the underground in the existing water conservation facilities  
12 of the Los Angeles County Flood Control District, or in such  
13 additional spreading grounds as the parties may acquire or con-  
14 struct, or in any natural stream channels leading to such  
15 existing or future spreading grounds, provided that all such  
16 spreading locations shall be located within the Monk Hill Basin  
17 or Pasadena Subarea hydrologic subdivisions of the Western Unit  
18 of the Raymond Basin Area.

19 (2) A metering device, or devices, shall be installed  
20 and maintained by each diverting party at such party's expense  
21 to measure all amounts of water diverted by such party for  
22 spreading purposes. Such metering facilities, and the continued  
23 accuracy thereof, shall be subject to the approval of the Water-  
24 master and the Los Angeles County Flood Control District, and  
25 all such measurements shall be available to them. The Water-  
26 master, with such assistance as the Los Angeles County Flood  
27 Control District may provide, shall determine and account for  
28 all water diverted for spreading, the amount of water spread

1 and available for recapture, and the amount so recaptured, and  
2 shall include such determinations and accounting in its reports.

3 (3) In the event that the capacity of any of the  
4 spreading grounds of the Los Angeles County Flood Control Dis-  
5 trict is fully utilized for the conservation of natural flows,  
6 and water diverted for spreading in such facilities cannot be  
7 percolated into the Basin and escapes therefrom, such quantity  
8 of water shall be subtracted from the amount diverted for  
9 spreading to determine the amount available for recapture.  
10 Such losses shall be divided among the parties diverting water  
11 for such spreading in proportion to the amounts diverted at  
12 the time the loss occurs.

13 (4) Each such party shall have the right to pump  
14 from any wells in the Monk Hill Basin an amount of water equal  
15 to eighty percent (80%) of the amount which it has diverted for  
16 such spreading therein and which is available for recapture, and  
17 the right to pump from any wells in the Pasadena Subarea an  
18 amount of water equal to eighty percent (80%) of the amount which  
19 it has diverted for such spreading therein and which is available  
20 for recapture. Such amounts pumped shall be in addition to the  
21 respective Decreed Rights of the parties as provided in the  
22 Judgment herein, as modified on April 29, 1955, and in addition  
23 to the amounts which can be pumped or otherwise taken under the  
24 provisions of Paragraph V hereof. Any amounts recaptured under  
25 the terms of this Paragraph shall be pumped in such a manner as  
26 not to injure other parties having rights under this Judgment.  
27 The effect of such pumping shall be monitored by the Watermaster,  
28 and the Watermaster shall report any such injury to the Court

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1 for appropriate action.

2 (5) Any additional amounts allowed to be taken as  
3 provided in subparagraph (4) above shall be pumped by the end  
4 of the next accounting year utilized by the Watermaster follow-  
5 ing such diversions for spreading. If such pumping does not  
6 occur within this period of time, the right to take such amount  
7 of water shall be lost.

8 (6) For accounting purposes, the first water taken  
9 from the Western Unit of the Raymond Basin Area during any  
10 accounting year, by any party having made diversions for spread-  
11 ing purposes during the previous accounting year, shall be con-  
12 sidered by the Watermaster as water pumped pursuant to subpara-  
13 graph (4) above, unless such water was pumped during the same  
14 accounting year in which it was diverted and spread.

15 (7) The rights provided in subparagraph (4) above  
16 shall apply to all water diverted for spreading as required  
17 herein after May 1, 1973.

18 (8) The right to divert for spreading and recapture  
19 is an alternative, in whole or in part, to the right to make  
20 direct use of such diversions, and does not preclude the direct  
21 use of such water, provided that the total amount of water  
22 diverted, either for spreading or direct use, does not exceed  
23 the respective rights of the parties set forth above.

24 (9) These provisions concerning the right to spread  
25 and recapture by pumping remain subject to the continuing  
26 jurisdiction of the Court. Any additional costs incurred by  
27 the Watermaster in making determinations, accountings, reports,  
28 and monitoring of pumping as required in connection with such

1 spreading and recapture of water shall be paid by the parties  
2 diverting water for spreading in proportion to the amount of  
3 water which each party diverts for such purpose. Such costs  
4 shall be included as part "C" of the Watermaster's Annual  
5 Budget.

6  
7  
8 III

9 Each and all of the rights of the parties hereto to  
10 pump water from wells or otherwise take water from the ground  
11 in said Raymond Basin Area are of equal priority and of the  
12 same legal force and effect.

13  
14  
15 IV

16 Subject to the provisions of Paragraphs V, VI and  
17 XXI hereof, each party hereto is the owner of the right to  
18 pump water from wells or otherwise take water from the ground  
19 in each of said units in the amount set forth opposite the  
20 name of each party in the following table, which said right,  
21 for convenience, is designated the "present unadjusted right":

22  
23  
24 PRESENT UNADJUSTED RIGHTS TO TAKE  
WATER IN RAYMOND BASIN AREA

25 Eastern Unit

Acre Feet Per Year

26 Arcadia, City of

2,527

27 Sierra Madre, City of

1,264

28 / / /

1	<u>Western Unit</u>	
2	Alhambra, City of	1,042
3	Arcadia, City of (including, as	2,141
4	successor, the rights of the	
5	City of Monrovia)	
6	California American Water Company	2,324
7	(as successor to the California	
8	Water and Telephone Company, and	
9	including, as successor, the rights	
10	of the El Campo Mutual Water Company)	
11	Crown City Ice Company	0
12	East Pasadena Water Company (as	521
13	successor to the California-	
14	Michigan Land and Water Company)	
15	Henry E. Huntington Library and Art	265
16	Gallery (as successor to Robert A.	
17	Millikan, et al., Trustees of the	
18	Henry E. Huntington Library and Art	
19	Gallery)	
20	Kinneloa Irrigation District (as	522
21	successor to the rights of Francis P.	
22	Graves, et al.; Ross M. Lockhart;	
23	A. V. Wagner; Mira Loma Mutual Water	
24	Company; Canyon Mutual Water Company;	
25	and Chesley E. and Kathleen M. Osborn)	
26	La Canada Irrigation District	101
27	Las Flores Water Company	252
28	Lincoln Avenue Water Company	573
29	May, Ernest Crawford, as Executor	0
30	of the Last Will and Testament of	
31	Charles Heuston Hastings, deceased	
32	Milum Textile Services Company (as	111
33	successor to Royal Laundry and Dry	
34	Cleaning Company)	
35	Pasadena Cemetery Association	92
36	Pasadena, City of (including, as	12,946
37	successor, the rights of the First	
38	Trust and Savings Bank of Pasadena)	
39	/ / /	

Rubio Canon Land and Water Association	1,234
San Gabriel County Water District	1,103
Sunny Slope Water Company	1,575
Valley Water Company (including, as successor, the rights of the Flintridge Mutual Water Company)	806

The total of said rights in the Eastern Unit is 3,791 acre feet per year, and the total of said rights in the Western Unit is 25,608 acre feet per year.

In order to maintain and protect the supply of water in the ground in said Raymond Basin Area, it is necessary that the respective parties to this action be limited in the exercise of their respective present unadjusted rights, and the right, so limited, in acre feet per year, of each party to pump water from wells or otherwise take water from the ground, in the Western Unit, is as set forth in the table at the end of this Paragraph V, and in the Eastern Unit as set forth in Paragraph VI hereof. Said right, for convenience, is designated the "decreed right." In said Western Unit the amount of the decreed right of each party hereby is determined by reducing the present unadjusted right of each party as tabulated in Paragraph IV hereof, in the proportion that the safe yield of said unit, less the water taken therein by non-parties hereto, bears to the aggregate of such rights of the parties hereto in said unit. Each of said parties and

1 each of their agents, employees, attorneys, and any and all  
2 persons acting by, through, or under them, are and each of  
3 them is, subject to the terms of Paragraph XXI hereof,  
4 hereby forever enjoined and restrained on and after July 1,  
5 1944, as to all parties other than California-Michigan Land  
6 and Water Company, and on and after July 1, 1945 as to said  
7 California-Michigan Land and Water Company, from pumping or  
8 otherwise taking from the ground in said Western Unit more  
9 water than its decreed right in this Paragraph determined;  
10 provided that a party may exceed its decreed right to the  
11 extent that it has acquired and exercises the decreed right  
12 of any other party, or as may become necessary in the case of  
13 an emergency or temporarily for other reasonable cause as  
14 determined by the Watermaster, taking into account the basin  
15 supply, quality conditions, the impact on other parties, and  
16 subject to such conditions as the Watermaster may impose,  
17 including whether or not such excess extractions must be made,  
18 up in future years; and provided, however, that any of the  
19 parties to this action may take in any twelve-month period  
20 beginning July 1 for its own beneficial use, and for the  
21 release of water for use by other parties or persons pursuant  
22 to and in accordance with the Raymond Basin Area Water Exchange  
23 Agreement for 1943 and amendment thereto, hereinafter referred  
24 to, attached hereto and hereby made a part hereof, an amount  
25 not exceeding one hundred ten percent (110%) of its decreed  
26 right as fixed herein, plus any amount of allowable underpumping  
27 as hereinafter provided. Any such extractions in excess of a  
28 party's decreed right (not including any emergency or temporary

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extractions authorized by the Watermaster) shall be made up in the following year, and the amount of water which a party may take under its decreed right in that year shall be reduced by an equivalent amount. If a party in any twelve-month period, beginning July 1, takes less than its decreed right, or less than the amount allowed after reduction for any excess extractions, the amount of such underpumping, but not exceeding ten percent (10%) of its decreed right or such additional amount as the Watermaster may allow for an emergency or other reasonable cause, may be carried over and taken during the next succeeding year. The yearly period from July 1 to June 30 hereby is adopted and shall be used in the administration and enforcement of this Judgment.

DECREED RIGHTS TO TAKE WATER FROM THE GROUND  
IN SAID WESTERN UNIT IN ACRE FEET PER YEAR

	<u>Acre Feet Per Year</u>
Alhambra, City of	1,031
Arcadia, City of (including, as successor, the rights of the City of Monrovia)	2,118
California American Water Company (as successor to the California Water and Telephone Company, and including, as successor, the rights of the El Campo Mutual Water Company)	2,299
East Pasadena Water Company (as successor to the California-Michigan Land and Water Company)	515
Henry E. Huntington Library and Art Gallery (as successor to Robert A. Millikan, et al., Trustees of the Henry E. Huntington Library and Art Gallery)	262

1	Kinneloa Irrigation District (as	516
2	successor to the rights of Francis P.	
3	Graves, et al.; Ross M. Lockhart;	
4	A. V. Wagner; Mira Loma Mutual Water	
	Company; Canyon Mutual Water Company;	
	and Chesley E. and Kathleen M. Osborn)	
5	La Canada Irrigation District	100
6	Las Flores Water Company	249
7	Lincoln Avenue Water Company	567
8	Milum Textile Services Company (as	110
9	successor to Royal Laundry and Dry	
	Cleaning Company)	
10	Pasadena Cemetery Association	91
11	Pasadena, City of (including, as	12,807
12	successor, the rights of the First	
	Trust and Savings Bank of Pasadena)	
13	Rubio Canon Land and Water Association	1,221
14	San Gabriel County Water District	1,091
15	Sunny Slope Water Company	1,558
16	Valley Water Company (including, as	797
17	successor, the rights of the	
	Flintridge Mutual Water Company)	
18	Total Western Unit	25,332

VI

The decreed right of each party hereto in said Eastern Unit is as follows:

City of Arcadia, 3,526 acre feet per year;

City of Sierra Madre, 1,764 acre feet per year.

Each of said parties, and each of their agents, employees, attorneys and any and all persons acting by, through, or under them, are and each of them is subject to

1 the terms of Paragraph XXI hereof, hereby forever enjoined  
2 and restrained on and after July 1, 1944, as follows:

3 (1) From pumping or otherwise taking from the  
4 ground in said Eastern Unit more water than its decreed right  
5 in this Paragraph determined; provided that a party may  
6 exceed its decreed right to the extent that it has acquired  
7 and exercises the decreed right of any other party, or as may  
8 become necessary in the case of an emergency or temporarily  
9 for other reasonable cause as determined by the Watermaster,  
10 taking into account the basin supply, quality condition, the  
11 impact on other parties, and subject to such conditions as  
12 the Watermaster may impose, including whether or not such  
13 excess extractions must be made up in future years; and  
14 provided, however, that any of the parties to this action may  
15 take in any twelve-month period beginning July 1 for its own  
16 beneficial use, and for the release of water for use by other  
17 parties or persons pursuant to and in accordance with the  
18 Raymond Basin Area Water Exchange Agreement for 1943 and  
19 amendment thereto, hereinafter referred to, attached hereto  
20 and hereby made a part hereof, an amount not exceeding one  
21 hundred ten percent (110%) of its decreed right as fixed  
22 herein, plus any amount of allowable underpumping as herein-  
23 after provided. Any such extractions in excess of a party's  
24 decreed right (not including any emergency or temporary  
25 extractions authorized by the Watermaster) shall be made up  
26 in the following year, and the amount of water which a party  
27 may take under its decreed right in that year shall be reduced  
28 by an equivalent amount. If a party in any twelve-month

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1 period, beginning July 1, takes less than its decreed right,  
2 or less than the amount allowed after reduction for any  
3 excess extractions, the amount of such underpumping, but not  
4 exceeding ten percent (10%) of its decreed right or such  
5 additional amount as the Watermaster may allow for an  
6 emergency or other reasonable cause, may be carried over  
7 and taken during the next succeeding year.

8 (2) From pumping or otherwise taking water from  
9 the ground in said Eastern Unit in any year within one-half  
10 mile of its western boundary in an amount which, in addition  
11 to other extractions, would be in excess of the average  
12 amount pumped or taken in said one-half mile zone during the  
13 period 1927-28 to 1937-38, to wit: 88 acre feet per annum,  
14 the half mile being measured along a perpendicular erected on  
15 the boundary between said unit and said Western Unit as shown  
16 on the map attached hereto.

17 (3) From pumping or otherwise taking water from  
18 the ground in said Eastern Unit in any year in excess of the  
19 average amount pumped or taken therein during the period  
20 1927-28 to 1937-38, to wit: 3,261 acre feet per annum,  
21 during any year in which static groundwater level measurements,  
22 made at the time of maximum high water table in the spring  
23 season of each year, show that the average water table eleva-  
24 tion in the area between Foothill Boulevard and Raymond Fault  
25 and between a line 300 feet west of Rosemead Boulevard and a  
26 line 100 feet east of Michillinde Avenue, less any increase  
27 in such elevation that is attributable to any groundwater  
28 storage program, is higher than that at the Arcadia group of

1 wells designated as such on said map attached hereto and  
2 located west of the intersection of Orange Grove and Santa  
3 Anita Avenues in the City of Arcadia, this limitation to  
4 apply only when the water table elevation at said group is  
5 less than 500 feet above sea level, United States Geological  
6 Survey datum.  
7  
8

9 VII

10 There is now and, so long as the requirements in sub-  
11 paragraphs 2 and 3 of Paragraph VI hereof are fulfilled and  
12 maintained, there will be no material movement of water across  
13 the boundary between the Western Unit and the Eastern Unit.  
14

15 VIII

16 Nothing in this Judgment contained shall be deemed  
17 to modify the rights as between the defendants City of Sierra  
18 Madre and City of Arcadia as set forth in that certain Judgment  
19 entitled "The City of Sierra Madre, a municipal corporation, et  
20 al., vs. The City of Arcadia, a municipal corporation," No.  
21 209747 in the Superior Court of the State of California, in  
22 and for the County of Los Angeles, entered on the 22nd day of  
23 April, 1930, but in the exercise of such rights each of said  
24 parties shall be subject to the express provisions of Para-  
25 graph VI hereof.  
26  
27  
28

/ / /

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IX

A Watermaster shall be appointed by this Court to serve at the pleasure of the Court to administer and enforce the provisions of this Judgment, the Raymond Basin Area Water Exchange Agreement of 1943 and amendment thereto, attached hereto and made a part hereof, and the instructions and orders of this Court, and if any such provisions, instructions or orders of the Court, or any order, rule or direction of such Watermaster, made in accordance with and for the enforcement of this Judgment and said Agreement and amendment thereto, shall have been disobeyed or disregarded, said Watermaster hereby is empowered and authorized to report promptly to the Court such fact and the circumstances connected therewith and leading thereto.

A violation of any provision of this Judgment, or attached Agreement and amendment thereto, or order, instruction, rule or direction of the Court or of the Watermaster, shall be punished in such manner as the Court may direct.

The compensation of said Watermaster shall be fixed by an order or orders which the Court hereafter from time to time may make.

X

There is hereby established a Raymond Basin Management Board (sometimes hereafter called "Board") which shall be the Watermaster. The Board shall have all of the rights,

1 and shall carry out all of the responsibilities, of the  
2 Watermaster as provided in this Judgment. In addition, in  
3 order to implement sound water management practices within  
4 the framework of the rights of the parties as determined  
5 herein, the Board shall have the powers set forth in Para-  
6 graph XII.

8  
9 XI

10 The Board shall be organized and constituted as  
11 follows:

12 (1) Each party holding a decreed right of 1,000  
13 acre feet or more shall appoint one member to the Board.

14 (2) The parties within each subarea, namely, Monk  
15 Hill Subarea, Pasadena Subarea, and the Eastern Unit, who  
16 each hold decreed rights of less than 1,000 acre feet shall  
17 together appoint a member from each respective subarea. The  
18 appointment for each subarea shall be by majority vote, with  
19 each such party having one vote.

20 (3) No party shall have the right to appoint, or  
21 to participate in the appointment of, more than one member to  
22 the Board.

23 (4) Board members shall have broad engineering or  
24 management experience in the operation of a water utility or  
25 groundwater basin.

26 (5) Each member shall be appointed for a term of  
27 one year, or until replaced. Members shall serve at the  
28 pleasure of the appointing party, parties or body. No member

1 shall be appointed by or represent more than one party or  
2 group of parties. The Board shall select its own officers.  
3 A quorum of the Board shall consist of six members, and the  
4 Board may act by a majority of those members present at a  
5 meeting. The Board shall meet at least quarterly, and all  
6 parties to the action may attend. Minutes of the Board  
7 meetings shall be kept and sent to all parties in the action.  
8 The Board shall have the power to adopt such by-laws, rules  
9 and regulations, not inconsistent with the terms of this  
10 Judgment, as may be necessary for its own organization and  
11 operation.

## 12 XII

13  
14  
15 The powers and responsibilities of the Raymond  
16 Basin Management Board, as Watermaster and otherwise, shall  
17 be exercised with a view toward protecting the long-term  
18 quantity and quality of the groundwater supply; utilizing the  
19 groundwater storage capacity of the basin for the maximum  
20 advantage of the parties, without however causing significant  
21 adverse impact upon any party; integrating to the extent  
22 feasible the use of surface and groundwater supplies so as to  
23 reduce costs, improve reliability of supply, and to protect  
24 against drought; and to encourage the parties to cooperate in  
25 the utilization of their respective water rights and water  
26 systems for the mutual good. The Board shall have power:

27 (1) To contract with the California Department of  
28 Water Resources, or with any other competent person or firm,

1 to perform all or part of the Watermaster functions.

2 (2) To determine the amount of storage capacity that  
3 is available in the basin from time to time for groundwater  
4 storage programs.

5 (3) To allocate such storage capacity among the  
6 parties, and to provide for its use and the recapture of  
7 equivalent amounts of stored water. The Board may approve,  
8 condition or disapprove proposed water storage programs, and  
9 imported, nontributary water shall not be stored in the basin  
10 without the Board's approval. Approved programs shall include  
11 provisions for the duration of allowed storage of water, for  
12 determination of losses, for the rates and places of recapture,  
13 and for such other conditions as may be necessary to prevent  
14 operational problems for other parties, including degradation  
15 of water quality.

16 (4) To control the direct recharge into the basin  
17 of imported, non-tributary water.

18 (5) To issue such rules and regulations as may be  
19 necessary in order to account properly for sales, leases,  
20 exchanges or other transfers among the parties of decreed  
21 rights and the use of water. The Board shall attempt to  
22 facilitate, not restrict, such transfers, including efforts  
23 to develop agreements for the production and distribution of  
24 water through facilities of other parties where such practices  
25 promote efficiency and sound water management. This policy  
26 shall extend to the use of stored water where consistent with  
27 the policies of The Metropolitan Water District of Southern  
28 California with respect to the use of supplemental water

1 which it provides.

2 (6) To conduct studies or undertake other activities  
3 for the common benefit of the parties in the operation of the  
4 Raymond Basin Area; to obtain engineering, legal and other  
5 professional services in such connection; and, in addition to  
6 the Watermaster budget procedures, to assess the parties in  
7 an equitable manner and as may be necessary to pay the costs  
8 of the Board's operations, which assessments shall be paid by  
9 the parties. Payment shall be enforced in the same manner as  
10 provided in Paragraph XV for the annual budget, although the  
11 actual apportionment of costs may differ from the method  
12 provided in Paragraph XV. All actions of the Board, including  
13 any assessments imposed, shall be subject to review by the  
14 Court, pursuant to the procedures of Paragraph XVII.

15 XIII

16 Each party hereto at its own expense shall:

17 (1) Measure and keep records of all its diversions  
18 from any source contributing to the supply of water in the  
19 ground, of its importations of water, and of its production  
20 of water from the ground in the Raymond Basin Area, subject  
21 to the approval of the Watermaster as to equipment and methods;

22 (2) Measure and keep records of its production and  
23 distribution in such manner as to show its use in, transfers  
24 within, and exports of water from the Raymond Basin Area, or  
25 any subdivision thereof, as required by the Watermaster;

26 / / /

1 (3) Measure and record the depth to the water  
2 table in all wells owned or operated by it within the Raymond  
3 Basin Area once a month, or as required by the Watermaster.

4 Any party owning any facilities for the diversion  
5 from any source contributing to the supply of the water in  
6 the ground in the Raymond Basin Area, or for pumping or  
7 otherwise taking water from the ground in said area, at its  
8 own expense shall install and at all times maintain in good  
9 working order reliable measuring devices and facilities for  
10 testing said devices and shall keep records of its diversions  
11 and production through the use of such devices and facilities  
12 as may be required by the Watermaster; that upon failure of  
13 any such party to install such devices and facilities on or  
14 before such day as the Watermaster shall fix, after due  
15 notice from the Watermaster so to do, the Watermaster shall  
16 give the Court notice of such failure for proper action in  
17 the premises.

18  
19 XIV  
20

21 In addition to other duties herein provided, the  
22 Watermaster shall:

23 (1) Supervise the collection, assembly and presenta-  
24 tion of the records and other data required of the parties;  
25 such records and other data to be open to inspection by any  
26 party or its representative during normal business hours.

27 (2) Require all parties hereto to operate their  
28 respective wells in a manner which will accomplish the stated



1 purposes of said Agreement and amendment thereto, and will  
2 effectuate this Judgment without placing undue burden on any  
3 party; study separately pumping patterns in the Monk Hill  
4 Basin, Pasadena Subarea, and the Eastern Unit, and report  
5 recommendations thereon not less than twice each year; such  
6 report shall recognize the right of each party to pump its  
7 decreed right, but shall include recommendations as to whether  
8 more or less water should be pumped from individual wells;  
9 such recommendations shall be calculated to minimize inter-  
10 ference among parties, to conserve energy, expense and local  
11 water supplies, and to provide for the most efficient and  
12 equitable use of groundwater in the Raymond Basin Area; such  
13 recommendations shall be advisory only, and shall not be  
14 binding upon the parties unless confirmed by order of this  
15 Court.

16 (3) Establish an ongoing program to monitor water  
17 quality in the Raymond Basin Area.

18 (4) Prepare a tentative annual budget for the  
19 fiscal year commencing July 1, separately stating the antici-  
20 pated expense for administering the provisions of said Agree-  
21 ment and amendment thereto for the release and receipt of  
22 water, and the anticipated expense of the administration of  
23 the other provisions of said Agreement and amendment thereto  
24 and of enforcing this Judgment. The watermaster shall serve  
25 said tentative budget upon each of the parties on or before  
26 May 1 of each year. If any party has any objection to said  
27 tentative budget, or any suggestions with respect thereto, it  
28 shall present the same in writing within ten (10) days after

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1 service thereof upon it. Thereafter, the Watermaster shall  
2 prepare a final budget and serve the same upon each party.  
3 If any party objects to said final budget it may make written  
4 objection thereto by filing its objection with this Court  
5 within fifteen (15) days after service of the same upon it,  
6 after first having served such objection upon each party  
7 hereto, and shall bring such objection on for hearing before  
8 this Court within fifteen (15) days after such filing, or at  
9 such time as the Court may direct.

10 If no objection to said budget be made as herein  
11 provided, it shall be the annual budget for the particular  
12 year involved. If objection to such budget be filed with  
13 this Court as herein provided, then the annual budget shall  
14 be determined by the order of this Court.

15 (5) Make an annual report on or before September 1  
16 of each year to the parties hereto of the scope of the Water-  
17 master's work during the preceding fiscal year and a statement  
18 of receipts and expenditures in appropriate detail, segregated  
19 as to the items attributable to the administration of the  
20 provisions of said Agreement and amendment thereto respecting  
21 the release and receipt of water, and as to the items attri-  
22 butable to the administration of the other provisions of said  
23 Agreement and amendment thereto and to the enforcement of  
24 this Judgment.

25  
26 / / /  
27 / / /  
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XV

The cost of enforcing this Judgment or any order or direction of this Court or of the Watermaster (other than those with respect to the release and receipt of water in accordance with the provisions of said Agreement and amendment thereto) shall be borne by the parties in proportion to their respective decreed rights as determined in Paragraphs V and VI of this Judgment, and the Watermaster shall assess such cost to each party accordingly.

Payment thereof shall be made by each party within thirty (30) days after the annual budget shall have become final and the service on such party by the Watermaster of a statement of the amount due. If payment be not made within said thirty (30) days, such payment shall be delinquent and the Watermaster shall add a penalty of ten percent (10%) thereof to said statement, and the amount of said statement plus said penalty thereupon shall be due and payable. Payment required of any party hereunder or under the terms of said Agreement and amendment thereto may be enforced by execution issued out of this Court or as may be provided by any order hereinafter made by this Court. All payments and penalties received by the Watermaster, except payments received on account of the release and receipt of water, shall be deposited by the Watermaster in a fund which shall be designated "The Watermaster Service Fund" and shall be expended for the administration of the Agreement and amendment thereto and the enforcement of this Judgment in accordance with the annual

1 budgets herein provided for. Any money remaining at the end  
2 of any year shall be available for use the following year for  
3 such Watermaster service. Money collected or received by the  
4 Watermaster in connection with the release and receipt of  
5 water under the provisions of said Agreement and amendment  
6 thereto shall be deposited by him in a special deposit fund  
7 and paid out by him in accordance with the provisions of said  
8 Agreement and amendment thereto.

10 XVI

12 Any Watermaster ceasing to perform Watermaster  
13 service hereunder immediately upon such cessation shall  
14 deposit with the clerk of this Court all funds in his posses-  
15 sion collected from the parties in accordance with this  
16 Judgment or said Agreement and amendment thereto, and forth-  
17 with shall serve upon the parties hereto and file with this  
18 Court his final account and report, and shall deliver to his  
19 successor, or as the Court may direct, all property and all  
20 records or certified copies thereof.

22 XVII

24 Any party having objection to any determination or  
25 finding made by the Watermaster, other than as provided in  
26 subparagraph (4) of Paragraph XIV hereof, may make the same  
27 in writing to the Watermaster within thirty (30) days after  
28 the making of such determination or finding after first

1 having served a copy of such objection upon each party, and  
2 within thirty (30) days thereafter the Watermaster shall  
3 consider said objection and shall amend or affirm his finding  
4 or determination; any party objecting thereto within thirty  
5 (30) days thereafter may file its objections with this Court,  
6 bringing the same on for hearing before said Court within  
7 sixty (60) days thereafter, or at such time as the Court may  
8 direct, after first having served said objection upon each  
9 party. The Court may affirm, modify, amend or overrule any  
10 such finding or determination of the Watermaster.  
11

12 XVIII  
13

14 Within thirty (30) days after the appointment of  
15 the Watermaster, each of the parties shall file with the  
16 Watermaster and serve on each party the name and address of  
17 the person to whom any notice, demand, request, objection or  
18 the submission of any budget and the annual report is to be  
19 made or given, and each of said parties may change the name  
20 and address of said person from time to time by filing said  
21 changed name and address with the Watermaster and by serving  
22 a copy thereof upon each of the parties hereto.

23 Any notice, demand, request, objection or the  
24 submission of a budget and the annual report required or  
25 authorized by this Judgment or said Agreement and amendment  
26 thereto to be given or made to or served upon any party or  
27 the Watermaster, shall be delivered or mailed by registered  
28 mail postage prepaid to the person so designated at the

1 address last filed with the Watermaster. Such service by  
2 mailing shall be complete at the time of the deposit in the  
3 United States mail.

4 Notice of any other motion or proceeding herein may  
5 also be given by service upon the person and at the address  
6 filed with the Watermaster, in the manner designated in this  
7 Paragraph, provided that certified or registered mail may be  
8 used. If any party or successor in interest has failed to  
9 make such filing with the Watermaster, notice may be mailed  
10 to the address which the Watermaster uses for such party or  
11 successor.

12  
13 XIX  
14

15 The agreement entered into by certain parties,  
16 entitled "Raymond Basin Area Water Exchange Agreement of 1943"  
17 and amendment thereto, a copy of which is attached hereto,,  
18 and each and all of its terms and provisions be, and the same  
19 is and are hereby fully approved, and said Agreement and  
20 amendment thereto is hereby expressly made a part of this  
21 Judgment to the same purpose and effect as though said Agree-  
22 ment and amendment thereto were at this point fully herein  
23 written and set forth at length; provided, however, that  
24 California-Michigan Land and Water Company, Sunny Slope Water  
25 Company, and Ernest Crawford May, as Executor of the Last  
26 Will and Testament of Charles Heuston Hastings, deceased, who  
27 are not parties to said Agreement or amendment thereto, shall  
28 not be bound by nor required to perform any of the provisions

1 thereof, nor pay any part of the cost of administering or  
2 enforcing said Agreement or amendment thereto; that the power  
3 of the Court is hereby expressly made to underlie all of the  
4 terms and provisions of said Agreement and amendment thereto  
5 and the enforcement thereof, and that the parties thereto,  
6 and each thereof, are hereby ordered to perform fully said  
7 Agreement and amendment thereto and all of its said terms and  
8 provisions.

9           No taking of water by any party under the provisions  
10 of said Agreement and amendment thereto concerning the release  
11 and receipt of water in any amount in excess of its decreed  
12 right to pump or otherwise take water from the ground in the  
13 Raymond Basin Area shall constitute a taking adverse to any  
14 other party; nor shall any party have the right to plead the  
15 statute of limitations or an estoppel against any other party  
16 by reason of its said taking of water in the Raymond Basin  
17 Area pursuant to a request for the release of water; nor  
18 shall such release of water by any party constitute a for-  
19 feiture or abandonment by such party of any part of its  
20 decreed right to water; nor shall such release in any wise  
21 constitute a waiver of such right, although such water, when  
22 released under the terms of said Agreement and amendment  
23 thereto, may be devoted to the public use of others; nor shall  
24 such release of water by any such party in any wise obligate  
25 any party so releasing to continue to release or furnish water  
26 to any other party or its successor in interest, or to the  
27 public generally, or to any part thereof, otherwise than as  
28 provided in Article IV of said Agreement and amendment thereto.

XX

In the event any party shall serve upon the parties and file with the Watermaster and with the Court a declaration of forfeiture or abandonment of its decreed right, or any part thereof, said party shall be relieved of the payment of further costs of administering the provisions of said Agreement and amendment thereto and enforcing this Judgment applicable to the right so forfeited or abandoned; provided that said relief from said further costs shall not become effective until the beginning of the next fiscal year for which a budget has not become final; and provided that said party making such forfeiture or abandonment shall pay to the Watermaster its proportion of such costs to the effective date of such relief from costs. The amount of water so abandoned or forfeited shall be available immediately for use by the parties in the proportions set forth in Paragraphs V and VI hereof, pending the time that any review shall have been made as provided for in Paragraph XXI hereof.

XXI

The Court hereby reserves jurisdiction and authority upon application of any party hereto, or upon its own motion, to review (1) its determination of the safe yield of either or both of said units of the Raymond Basin Area, or (2) the rights, in the aggregate, of all of the parties in either or both of said units as affected by the abandonment or forfeiture



1 of any right, in whole or in part, decreed herein, and by the  
2 abandonment or forfeiture of any right by any other person or  
3 entity, and, in the event material change be found or any  
4 such abandonment or forfeiture be established, to adjudge  
5 that the decreed right of each party to pump or otherwise  
6 take water from the ground in the Raymond Basin Area shall be  
7 changed proportionately in the same manner as originally  
8 fixed herein; provided, however, that notice of such review  
9 shall be served on all parties at least thirty (30) days  
10 prior thereto and that the review of its determination of the  
11 safe yield of either or both of said units of the Raymond  
12 Basin Area shall be had not more frequently than at five (5)  
13 year intervals after the date hereof. Except as provided  
14 herein, and except as rights decreed herein may be abandoned  
15 or forfeited by nonuser, in whole or in part, each and every  
16 right decreed herein hereby is fixed as of the date hereof.

18 XXII

19  
20 The Court hereby reserves jurisdiction and authority  
21 at any time, upon application of any party, the Watermaster,  
22 or upon its own motion, to make such modifications of, or  
23 such additions to, the provisions of this Judgment, or to  
24 make such further order or orders, as may be necessary or  
25 desirable for the adequate enforcement, protection or preserva-  
26 tion of the rights of the respective parties as declared in  
27 this Judgment or as provided in said Agreement and amendment  
28 thereto. The Court further reserves jurisdiction to make any

1 other and/or additional orders of sufficient kind and nature  
2 to protect the waters in said Raymond Basin Area or any  
3 portion thereof from contamination of the groundwater supply  
4 from cesspool effluent or surface waters.  
5

6 XXIII  
7

8 The defendant California-Michigan Land and Water  
9 Company is entitled to become a party to the Raymond Basin  
10 Area Water Exchange Agreement of 1934 and thereby become  
11 entitled to receive water upon the same terms and conditions  
12 provided in said Agreement with respect to the several parties  
13 thereto.  
14

15 XXIV  
16

17 The defendant Bradbury Estate Company, a corporation,  
18 and Eugene E. Bean be and they hereby are dismissed without  
19 costs.  
20

21 XXV  
22

23 None of the parties is entitled to recover its  
24 costs as against any other party.  
25

26 DATED: March 26, 1984

27 /s/ Robert M. Olson  
28 JUDGE OF THE SUPERIOR COURT

**APPENDIX G**  
**LONG BEACH JUDGMENT**

**Superior Court of the State of California**  
**For the County of Los Angeles**

BOARD OF WATER COMMISSIONERS OF  
THE CITY OF LONG BEACH, et al.,

*Plaintiffs*

vs.

SAN GABRIEL VALLEY WATER COMPANY,  
et al.,

*Defendants*

**No. 722647**

**SETTLEMENT  
DOCUMENTS**

**STIPULATION FOR JUDGMENT**

JUDGMENT

MAP OF WHITTIER NARROWS  
ENGINEERING APPENDIX  
REIMBURSEMENT CONTRACT

*Approved by Joint Negotiating  
Committees July 6, 1964.*

**EXHIBIT NO. 7**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

BOARD OF WATER COMMISSIONERS OF THE CITY  
OF LONG BEACH, a municipal corporation;  
CENTRAL BASIN MUNICIPAL WATER DISTRICT,  
a municipal water district; and CITY OF  
COMPTON, a municipal corporation,

Plaintiffs,

vs.

SAN GABRIEL VALLEY WATER COMPANY, a cor-  
poration; AZUSA AGRICULTURAL WATER  
COMPANY, a corporation; AZUSA VALLEY  
WATER COMPANY, a corporation; CALIFORNIA  
WATER & TELEPHONE COMPANY, a corporation;  
THE COLUMBIA LAND AND WATER COMPANY, a  
corporation; COVINA IRRIGATING COMPANY, a  
corporation; CROSS WATER COMPANY, a cor-  
poration; DUARTE WATER COMPANY, a corpora-  
tion; EAST PASADENA WATER CO. LTD., a  
corporation; GLENDORA IRRIGATING COMPANY,  
a corporation; SAN DIMAS WATER COMPANY, a  
corporation; SOUTHERN CALIFORNIA WATER  
COMPANY, a corporation; SUBURBAN WATER  
SYSTEMS, a corporation; SUNNY SLOPE WATER  
CO., a corporation; VALLECITO WATER CO.,  
a corporation; CITY OF ALHAMBRA, a munici-  
pal corporation; CITY OF ARCADIA, a  
municipal corporation; CITY OF AZUSA, a  
municipal corporation; CITY OF COVINA, a  
municipal corporation; CITY OF EL MONTE,  
a municipal corporation; CITY OF GLENDORA,  
a municipal corporation; CITY OF MONROVIA,  
a municipal corporation; CITY OF MONTEREY  
PARK, a municipal corporation; CITY OF  
SOUTH PASADENA, a municipal corporation;  
BALDWIN PARK COUNTY WATER DISTRICT, a  
county water district; and SAN GABRIEL  
COUNTY WATER DISTRICT, a county water  
district,

Defendants,

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER

NO. 722,647

STIPULATION FOR  
JUDGMENT

1 DISTRICT, a municipal water district, and )  
2 CALIFORNIA DOMESTIC WATER COMPANY, a )  
3 corporation, )  
4 Intervenor. )

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5 Plaintiffs Central Basin Municipal Water District, a  
6 municipal water district (herein sometimes referred to as Central  
7 Municipal); City of Long Beach, a municipal corporation, acting  
8 by and through the Board of Water Commissioners of the City of  
9 Long Beach; and City of Compton, a municipal corporation; and  
10 defendants City of Alhambra, a municipal corporation; City of  
11 Arcadia, a municipal corporation; City of Azusa, a municipal  
12 corporation; Azusa Agricultural Water Company, a corporation, sued  
13 herein as DOE 1; Azusa Valley Water Company, a corporation, for  
14 itself and as successor by merger to Azusa Irrigating Company, a  
15 corporation; Baldwin Park County Water District, a county water  
16 district; California Water and Telephone Company, a corporation;  
17 Columbia Land and Water Company, a corporation; City of Covina, a  
18 municipal corporation; Covina Irrigating Company, a corporation;  
19 Cross Water Company, a corporation, sued herein as DOE 2; Duarte  
20 Water Company (formerly Duarte Domestic Water Company), a corpora-  
21 tion; East Pasadena Water Company, Ltd., a corporation, for itself  
22 and as successor by merger to California-Michigan Land and Water  
23 Company, a corporation; City of El Monte, a municipal corporation;  
24 City of Glendora, a municipal corporation; Glendora Irrigating  
25 Company, a corporation; City of Monrovia, a municipal corporation;  
26 City of Monterey Park, a municipal corporation; San Dimas Water  
27 Company, a corporation, sued herein as DOE 3; San Gabriel County  
28 Water District, a county water district; San Gabriel Valley Water  
29 Company, a corporation; Southern California Water Company, a cor-  
30 poration; City of South Pasadena, a municipal corporation; Subur-  
31 ban Water Systems, a corporation; Sunny Slope Water Company, a  
32 corporation; and Vallecito Water Company, a corporation; and

1 intervening defendant Upper San Gabriel Valley Municipal Water  
2 District, a municipal water district (herein sometimes referred  
3 to as Upper District); and intervening defendant California  
4 Domestic Water Company, a corporation; stipulate and agree as  
5 follows:

6 1. A Judgment in the form attached hereto as Exhibit  
7 I may be made and entered by the Court in the above-entitled  
8 action.

9 2. The following facts, considerations and objectives,  
10 among others, provide the basis for this Stipulation for  
11 Judgment:

12 (a) By their complaint plaintiffs seek a  
13 determination of the rights of the defendants,  
14 other than Upper District, in and to the waters  
15 of the San Gabriel River System and further  
16 seek to restrain defendants, other than Upper  
17 District, from an alleged interference with the  
18 rights of plaintiffs and persons represented by  
19 Central Municipal in and to said waters.

20 (b) At the present time, and for some time  
21 prior to the commencement of this action, the  
22 water supply of the San Gabriel River System has  
23 been inadequate to supply the diversions and  
24 extractions of both plaintiffs and defendants  
25 other than Central Municipal and Upper District  
26 but including the persons represented by Central  
27 Municipal and by Upper District, and as a result  
28 said diversions and extractions have exceeded,  
29 and still exceed, the natural replenishment of  
30 the water supply of the San Gabriel River System.

31 (c) The parties recognize and agree that  
32 the natural outflow from the San Gabriel Valley

1 to the Lower Area as defined in the Judgment has  
2 varied, and will vary from year to year,  
3 depending on the amount of precedent rainfall  
4 and other conditions.

5 (d) The parties recognize and agree that  
6 there is a need for a declaration of rights and  
7 a physical solution for the problems resulting  
8 from the inadequate and varying water supplies  
9 of the San Gabriel River System.

10 (e) The parties agree that the physical  
11 solution contained in said Judgment will bring  
12 about a fair division of the water of the San  
13 Gabriel River System as between plaintiffs and  
14 defendants other than Central Municipal and  
15 Upper District but including the persons  
16 represented by Central Municipal and by Upper  
17 District.

18 (f) The parties recognize that it may be  
19 necessary for defendants or some of them to use  
20 supplemental water in order to comply with the  
21 obligations imposed under said physical solution.

22 (g) Defendant Upper District is now a  
23 member unit of The Metropolitan Water District of  
24 Southern California, which will be supplied with  
25 water from sources in northern California under  
26 an existing contract with the State of California.  
27 Certain of the defendants not within the area of  
28 defendant Upper District are within the area of  
29 San Gabriel Valley Municipal Water District, which  
30 district also has contracted with the State of  
31 California for delivery of water from sources in  
32 northern California. It is anticipated that the



1 importation of this water will augment the natural  
2 supply of ground water within Upper Area as defined  
3 in the Judgment. Defendant Upper District intends  
4 to replenish the San Gabriel Valley with  
5 supplemental supplies.

6 3. The parties hereto hereby waive any and all Findings  
7 of Fact, Conclusions of Law, and any and all notice of the making  
8 or entry herein of the attached form of Judgment, and all rights  
9 of appeal, if any, from such Judgment.

10 4. Plaintiffs and defendants agree that during the  
11 period prior to entry of the attached form of Judgment, they will  
12 cooperate in endeavoring to collect such information as the  
13 Watermaster would obtain if the attached form of Judgment had  
14 been entered and the Watermaster had been appointed by the Court  
15 pursuant to paragraph 6 of the Judgment, which information is  
16 herein referred to as "said information." To that end, the parties  
17 hereto hereby agree that promptly following the complete  
18 execution of this stipulation by all parties, Upper District and  
19 Central Municipal shall each notify the other in writing as to  
20 the identity of the person who it expects will be nominated as  
21 the representative of Upper Area Parties or Lower Area Parties,  
22 as the case may be, under paragraph 6 of the Judgment. Upon  
23 receiving such notice, Upper District and Central Municipal shall  
24 each instruct its designated nominee that until the attached form  
25 of Judgment is entered and the Watermaster has been appointed  
26 pursuant to paragraph 6 of the Judgment he shall in cooperation  
27 with the other designated nominee do all things reasonably  
28 necessary to obtain such of said information as is available from  
29 the parties hereto or any public agency.

30 5. Judgment shall not be rendered pursuant hereto  
31 unless and until the execution of this stipulation by Central  
32 Basin Municipal Water District and by Upper San Gabriel Valley

1 Municipal Water District shall have been validated by a decree  
2 or decrees rendered in a proceeding or proceedings instituted  
3 in a court of competent jurisdiction of the State of California,  
4 and either such decree or decrees shall have become final or  
5 both of said Districts shall have further stipulated that said  
6 Judgment shall be rendered.

7           6. This stipulation may be executed in counterparts  
8 (each counterpart being an exact copy or duplicate of the  
9 original) and all counterparts collectively shall be considered  
10 as constituting one complete Stipulation for Judgment.

11           DATED: \_\_\_\_\_, 1964.

12  
13           Attorneys  
14 (for the respective party  
15 listed opposite and to the  
right of the respective  
attorneys listed below)

Signature of Stipulating Party  
and Its Designation of Mailing  
Address

16 Leonard Putnam  
17 City Attorney  
18 Clifford E. Hayes  
19 Principal Deputy City  
Attorney  
City of Long Beach

Board of Water Commissioners of  
the City of Long Beach

By \_\_\_\_\_  
Its \_\_\_\_\_ President

20 By \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_ Secretary

21  
22 Burris & Lagerlof  
23 Stanley C. Lagerlof  
24 H. Jess Senecal  
Jack T. Swafford

1800 East Wardlow Road  
Long Beach 7, California

25 By \_\_\_\_\_  
26  
27  
28  
29  
30  
31  
32

1	Burris & Lagerlof	Central Basin Municipal Water
2	Stanley C. Lagerlof	District
3	H. Jess Senecal	
4	Jack T. Swafford	By _____
5		Its President
6	By _____	By _____
7		Its Secretary
8		7439 East Florence Avenue
9		Downey, California
10		
11	Lloyd A. Bulloch	City of Compton
12	City Attorney	
13	City of Compton	By _____
14	_____	Its Mayor
15	Burris & Lagerlof	205 South Willowbrook Avenue
16	Stanley C. Lagerlof	Compton, California
17	H. Jess Senecal	
18	Jack T. Swafford	
19	By _____	
20		
21	Don D. Bercu	City of Alhambra
22	City Attorney	
23	City of Alhambra	By _____
24	_____	Its Mayor
25	Taylor & Smith	City Hall
26	By _____	111 South First Street
27		Alhambra, California
28		
29		
30		
31		
32		

1	James A. Nicklin	City of Arcadia
2	City Attorney	By _____
	City of Arcadia	
3	_____	Its Mayor
4	Surr & Hellyer	City Hall
5		Arcadia, California
6	By _____	
7	Clayson, Stark, Rothrock	
8	& Mann	
9	By _____	
10		
11	Harry C. Williams	City of Azusa
12	City Attorney	By _____
	City of Azusa	
13	_____	Its Mayor
14	Taylor & Smith	City Hall
15		213 East Foothill Boulevard
16	By _____	Azusa, California
17		
18	Taylor & Smith	Azusa Agricultural Water Company
19	By _____	By _____
20		Its ____ President
21		By _____
22		Its _____ Secretary
23		18352 East Foothill Boulevard
24		Azusa, California
25	Surr & Hellyer	Azusa Valley Water Company
26	By _____	By _____
27		Its ____ President
28	Clayson, Stark, Rothrock	By _____
	& Mann	
29	By _____	Its _____ Secretary
30		P. O. Box "W"
31		Azusa, California
32		

1	Surr & Hellyer	Baldwin Park County Water District
2	By _____	By _____
3		Its _____ President
4	Clayson, Stark, Rothrock & Mann	By _____
5	By _____	Its _____ Secretary
6		14521 East Ramona Boulevard
7		Baldwin Park, California
8		
9	Bacigalupi, Elkus & Salinger	California Water & Telephone Company
10	By _____	By _____
11		Its _____ President
12	Surr & Hellyer	By _____
13	By _____	Its _____ Secretary
14		
15	Clayson, Stark, Rothrock & Mann	300 Montgomery Street
16	By _____	San Francisco, California
17		
18		
19	Allard, Shelton & O'Connor	Columbia Land & Water Company
20	By _____	By _____
21		Its _____ President
22	Surr & Hellyer	By _____
23	By _____	Its _____ Secretary
24	Clayson, Stark, Rothrock & Mann	P. O. Box 296
25		San Dimas, California
26	By _____	
27		
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1	Allard, Shelton & O'Connor	City of Covina
2	By _____	By _____
3	Surr & Hellyer	Its Mayor
4	By _____	City Hall
5		Covina, California
6	Clayson, Stark, Rothrock	
7	& Mann	
8	By _____	
9	Kerckhoff & Kerckhoff	Covina Irrigating Company
10	By _____	By _____
11	Surr & Hellyer	Its ____ President
12	By _____	By _____
13	Clayson, Stark, Rothrock	Its _____ Secretary
14	& Mann	146 East College Street
15	By _____	Covina, California
16	George C. Gillette	Cross Water Company
17	_____	By _____
18		Its ____ President
19		By _____
20		Its _____ Secretary
21		15825 East Main Street
22		La Puente, California
23	Henry W. Shatford	Duarte Water Company
24	Shatford & Shatford	By _____
25	By _____	Its ____ President
26	Surr & Hellyer	By _____
27	By _____	Its _____ Secretary
28		1101 South Oak Avenue
29	Clayson, Stark, Rothrock	Duarte, California
30	& Mann	
31	By _____	
32		

1	Gray & Maddox	East Pasadena Water Company, Ltd.
2	By _____	By _____
3		Its _____ President
4	Surr & Hellyer	By _____
5	By _____	Its _____ Secretary
6	Clayson, Stark, Rothrock	269 South Rosemead
7	& Mann	Pasadena, California
8	By _____	
9		
10	James A. Nicklin	City of El Monte
11	City Attorney	By _____
12	City of El Monte	Its Mayor
13	_____	City Hall
14	Surr & Hellyer	El Monte, California
15	By _____	
16	Clayson, Stark, Rothrock	
17	& Mann	
18	By _____	
19		
20		
21	Leonard A. Shelton	City of Glendora
22	City Attorney	By _____
23	City of Glendora	Its Mayor
24	_____	City Hall
25	Surr & Hellyer	Glendora, California
26	By _____	
27	Clayson, Stark, Rothrock	
28	& Mann	
29	By _____	
30		
31		
32		

1	Allard, Shelton & O'Connor	Glendora Irrigating Company
2	By _____	By _____
3		Its _____ President
4	Surr & Hellyer	By _____
5	By _____	Its _____ Secretary
6	Clayson, Stark, Rothrock	224 North Michigan Avenue
7	& Mann	Glendora, California
8	By _____	
9		
10		
11	Homer H. Bell	City of Monrovia
12	City Attorney	By _____
13	City of Monrovia	Its Mayor
14	_____	
15	Surr & Hellyer	City Hall
16	By _____	Monrovia, California
17	Clayson, Stark, Rothrock	
18	& Mann	
19	By _____	
20		
21		
22	Charles R. Martin	City of Monterey Park
23	City Attorney	By _____
24	City of Monterey Park	Its Mayor
25	_____	
26	Taylor & Smith	City Hall
27	By _____	320 West Newmark Avenue
28		Monterey Park, California
29		
30		
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1	Allard, Shelton & O'Connor	San Dimas Water Company
2	By _____	By _____
3		Its _____ President
4	Surr & Hellyer	By _____
5	By _____	Its _____ Secretary
6	Clayson, Stark, Rothrock	P. O. Box 181
7	& Mann	San Dimas, California
8	By _____	
9		
10	Surr & Hellyer	San Gabriel County Water District
11	By _____	By _____
12		Its _____ President
13	Clayson, Stark, Rothrock	By _____
14	& Mann	Its _____ Secretary
15	By _____	8229 East Las Tunas Drive
16		San Gabriel, California
17		
18	J. E. Skelton	San Gabriel Valley Water Company
19	_____	By _____
20		Its _____ President
21	Surr & Hellyer	By _____
22	By _____	Its _____ Secretary
23	Clayson, Stark, Rothrock	11142 Garvey Avenue
24	& Mann	El Monte, California
25	By _____	
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1	O'Melveny & Myers	Southern California Water Company
2	By _____	By _____
3		Its ____ President
4	Surr & Hellyer	
5	By _____	By _____
6		Its _____ Secretary
7	Clayson, Stark, Rothrock & Mann	11911 South Vermont Avenue Los Angeles 44, California
8	By _____	
9		
10	Charles R. Martin City Attorney City of South Pasadena	City of South Pasadena
11		By _____
12		Its Mayor
13	Surr & Hellyer	825 Mission Street South Pasadena, California
14	By _____	
15		
16	Clayson, Stark, Rothrock & Mann	
17	By _____	
18		
19	Frank E. Gray	Suburban Water Systems
20		By _____
21	Surr & Hellyer	Its ____ President
22	By _____	By _____
23		Its _____ Secretary
24	Clayson, Stark, Rothrock & Mann	16340 East Maplegrove Street La Puente, California
25	By _____	
26		
27	Hahn & Hahn	Sunny Slope Water Company
28	By _____	By _____
29		Its ____ President
30		By _____
31		Its _____ Secretary
32		1040 El Campo Drive Pasadena, California

1	Surr & Hellyer	Vallecito Water Company
2	By _____	By _____
3		Its ____ President
4	Clayson, Stark, Rothrock & Mann	By _____
5	By _____	Its _____ Secretary
6		749 South Ninth Avenue
7		City of Industry, California
8		
9	Stearns, Gross and Moore	California Domestic Water Company
10	By _____	By _____
11		Its ____ President
12		By _____
13		Its _____ Secretary
14		P. O. Box 1026, Perry Annex
15		Whittier, California
16		
17	Ralph B. Helm	Upper San Gabriel Valley
18	_____	Municipal Water District
19		By _____
20		Its ____ President
21		By _____
22		Its _____ Secretary
23		11229 East Valley Boulevard
24		El Monte, California
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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

BOARD OF WATER COMMISSIONERS OF THE CITY  
OF LONG BEACH, a municipal corporation;  
CENTRAL BASIN MUNICIPAL WATER DISTRICT,  
a municipal water district; and CITY OF  
COMPTON, a municipal corporation,

Plaintiffs,

vs.

NO. 722,647

SAN GABRIEL VALLEY WATER COMPANY, a cor-  
poration; AZUSA AGRICULTURAL WATER  
COMPANY, a corporation; AZUSA VALLEY  
WATER COMPANY, a corporation; CALIFORNIA  
WATER & TELEPHONE COMPANY, a corporation;  
THE COLUMBIA LAND AND WATER COMPANY, a  
corporation; COVINA IRRIGATING COMPANY, a  
corporation; CROSS WATER COMPANY, a cor-  
poration; DUARTE WATER COMPANY, a corpora-  
tion; EAST PASADENA WATER CO. LTD., a  
corporation; GLENDORA IRRIGATING COMPANY,  
a corporation; SAN DIMAS WATER COMPANY, a  
corporation; SOUTHERN CALIFORNIA WATER  
COMPANY, a corporation; SUBURBAN WATER  
SYSTEMS, a corporation; SUNNY SLOPE WATER  
CO., a corporation; VALLECITO WATER CO.,  
a corporation; CITY OF ALHAMBRA, a municipi-  
pal corporation; CITY OF ARCADIA, a  
municipal corporation; CITY OF AZUSA, a  
municipal corporation; CITY OF COVINA, a  
municipal corporation; CITY OF EL MONTE,  
a municipal corporation; CITY OF GLENDORA,  
a municipal corporation; CITY OF MONROVIA,  
a municipal corporation; CITY OF MONTEREY  
PARK, a municipal corporation; CITY OF  
SOUTH PASADENA, a municipal corporation;  
BALDWIN PARK COUNTY WATER DISTRICT, a  
county water district; and SAN GABRIEL  
COUNTY WATER DISTRICT, a county water  
district,

Defendants,

UPPER SAN GABRIEL VALLEY MUNICIPAL WATER

JUDGMENT

1 DISTRICT, a municipal water district, and )  
2 CALIFORNIA DOMESTIC WATER COMPANY, a )  
3 corporation, )  
4 Intervenor. )

5 The original complaint herein was filed by Plaintiffs on  
6 May 12, 1959, and an amended complaint was filed herein on June  
7 8, 1961. Each Defendant in this action filed an answer to the  
8 amended complaint denying the material allegations therein. On  
9 \_\_\_\_\_, 1964, and \_\_\_\_\_, 1964,  
10 respectively, Upper San Gabriel Valley Municipal Water District,  
11 a municipal water district, and California Domestic Water  
12 Company, a corporation, intervened in the action as Defendants.  
13 On \_\_\_\_\_, 1964, there was filed herein a  
14 Stipulation for Judgment signed by all of the parties to this  
15 action.

16 After due examination and consideration of the  
17 pleadings, said Stipulation for Judgment and other documents and  
18 papers on file herein, it appears to the Court that:

19 (a) In bringing and maintaining this action, plaintiff  
20 Central Basin Municipal Water District, a municipal water  
21 district, has done so as a representative of and for the benefit  
22 of all owners of water rights within, all owners of land within,  
23 and all inhabitants of, the district, except to the extent that  
24 defendant California Domestic Water Company is representing  
25 itself.

26 (b) In intervening in this action, defendant Upper  
27 San Gabriel Valley Municipal Water District, a municipal water  
28 district, has done so as representative of and for the benefit  
29 of all owners of water rights within, all owners of land within,  
30 and all inhabitants of, the district, except to the extent that  
31 other Defendants who are within the district are representing  
32 themselves.

1 (c) There is a need for a physical solution to the  
2 complex water problems which have given rise to this action.

3 (d) The physical solution embodied in this Judgment  
4 is a feasible, equitable and just resolution of the issues  
5 presented by the amended complaint and answers thereto on file  
6 herein, and it will bring about a fair division of the water  
7 supply of the San Gabriel River System between Upper Area and  
8 Lower Area, as those terms are hereinafter defined.

9 (e) On the basis of the Stipulation for Judgment filed  
10 herein and the consent of all Plaintiffs and Defendants it is in  
11 the interests of justice and in furtherance of the water policy  
12 of the State of California to proceed without trial and to  
13 make and enter this Judgment.

14 Now, therefore, it is hereby ORDERED, ADJUDGED AND  
15 DECREED:

16 JURISDICTION

17 1. The Court has jurisdiction of the subject  
18 matter of this action and of the Upper Area  
19 Parties and Lower Area Parties, as those terms are  
hereinafter defined.

20 EXHIBITS

21 2. The following Exhibits marked A and B, are  
22 attached to this Judgment and made a part hereof:

23 (a) Exhibit A -- Map entitled "Rio Hondo and  
24 San Gabriel River in Vicinity of Whittier  
Narrows Dam".

25 (b) Exhibit B -- Engineering Appendix.

26 DEFINITIONS

27 3. As used in this Judgment, the following terms  
shall have the meanings assigned to them:

28 (a) Central Municipal -- Central Basin  
29 Municipal Water District.

30 (b) Upper District -- Upper San Gabriel  
31 Valley Municipal Water District.

32 (c) Lower Area Parties -- the Plaintiffs, and

1 all persons, firms and corporations, public  
2 or private, who are represented by Central  
3 Municipal.

4 (d) Upper Area Parties -- the Defendants,  
5 and all persons, firms and corporations,  
6 public or private, who are represented by  
7 Upper District.

8 (e) Upper Area -- the area (exclusive of the  
9 Raymond Basin and the portion of San Gabriel  
10 Mountains tributary thereto) wherein surface  
11 and subsurface waters are tributary to  
12 Whittier Narrows upstream from the common  
13 boundary of Upper District and Central  
14 Municipal through Whittier Narrows.

15 (f) Lower Area -- the area which lies down-  
16 stream from the common boundary of Central  
17 Municipal and Upper District through  
18 Whittier Narrows and which is included  
19 within the incorporated limits of the  
20 Plaintiffs.

21 (g) Whittier Narrows -- a gap between Merced  
22 Hills and Puente Hills shown on Exhibit A.

23 (h) Montebello Forebay -- the area designated  
24 as such on Exhibit A.

25 (i) Export to Lower Area -- water diverted  
26 from surface streams in Upper Area or pumped  
27 or developed from underground sources in  
28 Upper Area, and in either case conveyed by  
29 conduit through Whittier Narrows.

30 (j) Subsurface Flow -- all water which passes  
31 as ground water through Whittier Narrows at  
32 the "narrowest section" as shown on Exhibit A.

1 (k) Surface Flow -- all water other than  
2 Export to Lower Area and Subsurface Flow,  
3 which passes from Upper Area to Lower Area  
4 through Whittier Narrows.

5 (l) Usable Water -- all Surface Flow, Subsur-  
6 face Flow and Export to Lower Area, but  
7 excluding:

8 (1) that portion of Surface Flow, if any,  
9 which crosses the southerly boundary of  
10 Montebello Forebay as surface runoff less  
11 the amount of Surface Flow which has been  
12 caused to flow out of Montebello Forebay  
13 as surface runoff by any spreading of  
14 water in Montebello Forebay by or on behalf  
15 of Lower Area Parties, or any of them;

16 (2) water imported by or on behalf of Lower  
17 Area Parties from outside of the watershed  
18 of the San Gabriel River System;

19 (3) Reclaimed Water, as defined in subpara-  
20 graph (o) herein, provided, however, that  
21 Reclaimed Water (other than that reclaimed  
22 by or on behalf of Lower Area Parties)  
23 which is percolated and commingled with  
24 ground water in Upper Area shall be deemed  
25 Subsurface Flow, Surface Flow, or Export to  
26 Lower Area as the case may be, when and if  
27 it passes through Whittier Narrows;

28 (4) that portion, if any, of Export to  
29 Lower Area which in any Water Year after  
30 September 30, 1966, exceeds 23,395 acre-  
31 feet;

32 (5) Make-up Water, as defined in subpara-



graph (m) herein; and

(6) any water whether flowing on the surface or beneath the surface of the ground which has passed any of the points of surface measurement in Whittier Narrows shown on Exhibit B and prior to its passing from Upper Area to Lower Area is intercepted and returned upstream by conduit or otherwise so that it could again pass any such points of measurement.

(m) Make-up Water -- water of usable quality for ground water recharge required to be delivered to Lower Area under terms of paragraph 5 of this Judgment.

(n) Water Year -- October 1 through the following September 30.

(o) Reclaimed Water -- water reclaimed from sewage generated in the watershed of the San Gabriel River System above Whittier Narrows.

DECLARATION  
OF RIGHT

4. Lower Area Parties have rights in the water supply of the San Gabriel River System. The nature and extent of such rights is not known; however, Lower Area Parties and all other persons downstream from Whittier Narrows who receive water from the San Gabriel River System or have rights in and to such water, shall have, as against Upper Area Parties and all other pumpers of water in the San Gabriel Valley, a right to receive from Upper Area an average annual usable supply of ninety-eight thousand four hundred fifteen (98,415) acre-feet of water over a long-term period of normal rainfall derived as set forth in Exhibit B, consisting

1 of Surface Flow, Subsurface Flow, Export to Lower  
2 Area and Make-up Water. If in the future a court  
3 of competent jurisdiction shall decree that any  
4 person downstream from Whittier Narrows within  
5 Central and West Basin Water Replenishment District  
6 who is not bound by this Judgment, shall have, as  
7 against Upper Area Parties and substantially all  
8 other pumpers in the San Gabriel Valley, a right  
9 to receive from Upper Area a stated amount of  
10 usable supply consisting of Surface Flow, Sub-  
11 surface Flow, Export to Lower Area or Make-up  
12 Water, which right arose out of and is based upon  
13 the ownership of land or the production of water  
14 downstream from Whittier Narrows and within Central  
15 and West Basin Water Replenishment District, then  
16 and in that event the stated amount of such right  
17 so decreed shall not increase the declared rights  
18 as set forth in this paragraph 4.

19 PHYSICAL  
20 SOLUTION

5. In recognition of the complexities of annual  
supply and demand and variations in the components  
thereof, the Court hereby declares the following  
physical solution to be a fair and equitable basis  
for satisfaction of the declared right set forth  
in paragraph 4 hereof. Compliance with this  
paragraph 5 shall constitute full and complete  
satisfaction of said declared right.

27 AVERAGE  
28 ANNUAL  
29 ENTITLEMENT

(a) It is determined that the amount of Lower  
Area average annual entitlement to Usable Water  
is ninety-eight thousand four hundred fifteen  
(98,415) acre-feet.

31 BASIS OF  
32 ANNUAL  
ENTITLEMENT

(b) The outflow of water from Upper Area  
through Whittier Narrows to Lower Area has

1 varied from year to year and will vary from  
2 year to year in the future depending on  
3 changing conditions of supply and demand; and  
4 as to any Water Year, the average annual  
5 rainfall for the San Gabriel Valley during  
6 the ten (10) consecutive Water Years ending  
7 with that Water Year, is a reasonable basis  
8 for determining the entitlement of Lower Area  
9 to Usable Water for such Water Year.

10 DETERMINATION  
11 OF RAINFALL

(c) The rainfall in each Water Year for the  
San Gabriel Valley shall be determined by  
application of the procedures described in  
Exhibit B.

14 RAINFALL  
15 ADJUSTMENT  
16 TABLE

(d) The quantity of water which Lower Area  
is entitled to receive in any Water Year  
(hereinafter called Lower Area Annual Entitle-  
ment) shall be determined in accordance with  
the following table, except that no determina-  
tion of Lower Area Annual Entitlement shall  
be made for the last year of any Long-term  
Accounting Period as hereinafter defined.

TABLE A  
LOWER AREA ANNUAL ENTITLEMENT  
BASED ON 10-YEAR AVERAGE RAINFALL  
FOR SAN GABRIEL VALLEY

(In Acre-feet)

Inches of Rain- fall	0	.1	.2	.3	.4	.5	.6	.7	.8	.9
14	64,200	64,900	65,700	66,500	67,200	68,000	68,700	69,500	70,300	71,100
15	71,800	72,600	73,400	74,100	74,900	75,600	76,400	77,200	77,900	78,700
16	79,500	80,200	81,000	81,800	82,600	83,300	84,000	84,800	85,600	86,400
17	87,100	87,900	88,700	89,400	90,200	91,000	91,500	92,500	93,200	94,000
18	94,800	95,300	96,200	96,900	97,600	98,300	98,800	99,500	100,100	100,800
19	101,400	102,000	102,700	103,300	103,900	104,500	105,100	105,700	106,300	107,000
20	107,600	108,200	108,800	109,400	110,100	110,700	111,300	111,900	112,500	113,100
21	113,700	114,300	115,000	115,600	116,200	116,800	117,400	118,100	118,600	119,300
22	119,900	120,400	121,000	121,600	122,200	122,700	123,300	123,900	124,400	125,000
23	125,500	126,100	126,700	127,200	127,800	128,400	128,900	129,500	130,100	130,600
24	131,200	131,700	132,200	132,700	133,100	133,700	134,100	134,700	135,100	135,600

DETERMINATION  
OF ACCRUED  
DEBIT OR  
CREDIT

(e) The difference between the aggregate of water entitlements determined as provided in this Judgment and the aggregate of Usable Water and delivered Make-up Water shall be computed as of the end of each Water Year. Any excess of water entitlements over the quantity of Usable Water and Make-up Water received by Lower Area after September 30, 1963, is hereinafter referred to as Accrued Debit of Upper Area. Any excess of Usable Water and Make-up Water received by Lower Area after September 30, 1963, over water entitlements, is hereinafter referred to as Accrued Credit of Upper Area.

1 ACCRUED  
2 DEBIT

(f) If at the end of any Water Year it is determined pursuant to subparagraph (e) of this paragraph 5 that there is an Accrued Debit of Upper Area, then Upper District shall cause Make-up Water to be delivered to Lower Area during the following Water Year in an amount not less than the sum of (1) one-third of such Accrued Debit of Upper Area, and (2) that portion, if any, of such Accrued Debit of Upper Area over 25,000 acre-feet which remains after deducting said one-third. If Upper District shall fail to deliver Make-up Water as next above provided and Plaintiffs shall have diligently pursued their legal and equitable remedies to cause Upper District to so deliver, and either: (1) it shall be finally determined that Upper District is not obligated to so deliver, or (2) it shall appear that Upper District will not thereafter deliver Make-up Water, then Defendants and any successor or successors in interest by title to a Defendant's water right in Upper Area shall be obligated to so deliver Make-up Water. The provisions of this paragraph are subject to the provisions of paragraph 5(h) below.

26 ACCRUED  
27 CREDIT

(g) If at the end of any Water Year it is determined pursuant to subparagraph (e) of this paragraph 5 that there is an Accrued Credit of Upper Area, then there shall be no obligation to deliver Make-up Water to Lower Area during the following Water Year.

1 LONG-TERM  
2 ACCOUNTING

3 (h) Following September 30, 1963, a Long-term  
4 Accounting shall be made from time to time but  
5 not sooner than at the end of 15 Water Years,  
6 nor later than 25 Water Years after September  
7 30, 1963, or after the last such accounting,  
8 whichever is later. A Long-term Accounting  
9 shall be made sooner than said 25-year period  
10 whenever the average annual rainfall in the  
11 San Gabriel Valley for a period of 15 Water  
12 Years or more after September 30, 1963, or  
13 after the last such accounting, whichever is  
14 later, is at least 18 inches but not more than  
15 19 inches.

16 In making such Long-term Accounting for any  
17 such period (herein called Long-term  
18 Accounting Period), the aggregate of all  
19 Usable Water and Make-up Water received by  
20 Lower Area during such period shall be deter-  
21 mined and (a) there shall be deducted from said  
22 aggregate the amount of Make-up Water, if any,  
23 delivered during such period by reason of the  
24 existence of an Accrued Debit of Upper Area  
25 at the end of the immediately preceding Long-  
26 term Accounting Period, or (b) there shall be  
27 added to said aggregate the amount of any  
28 Accrued Credit of Upper Area determined to  
29 exist at the end of the immediately preceding  
30 Long-term Accounting Period. The net  
31 aggregate amount of Usable Water and Make-up  
32 Water so computed shall be compared to the  
result to be obtained by (1) multiplying the  
98,415 acre-feet of water to be received by

1 Lower Area as its average annual usable supply  
2 by the number of Water Years in the Long-term  
3 Accounting Period, and (2) adjusting the  
4 product by the percentage by which the average  
5 annual rainfall (to the nearest one hundredth  
6 of an inch) for the Long-term Accounting  
7 Period involved exceeds or is less than 18.52  
8 inches. (i.e.:

9 98,415 x (number of Water Years in  
10 Period) x  $\frac{\text{(average rainfall for the Period)}}{18.52}$ .)

11 If as a result of such comparison it is deter-  
12 mined that there is a deficiency in the net  
13 aggregate amount of Usable Water and Make-up  
14 Water received during the Long-term Accounting  
15 Period, then such deficiency shall be compen-  
16 sated in the following Water Year by delivery  
17 of Make-up Water to Lower Area in the manner  
18 and by the means provided herein. If it is  
19 determined as a result of such comparison that  
20 there is an excess of net aggregate Usable  
21 Water and Make-up Water received, then the  
22 amount of such excess shall be carried forward  
23 as an Accrued Credit of Upper Area.

24 MAKE-UP  
25 WATER  
26 DELIVERY

(i) Make-up Water which Defendants are  
obligated to deliver through Upper District  
may be delivered by any one or more of the  
following means:

28 SURFACE FLOW DELIVERY

29 (1) By causing water other than Reclaimed  
30 Water to flow on the surface into Monte-  
31 bello Forebay by any means and from any  
32 source, provided that such deliveries shall

1 be at such rates or flows and at such times  
2 as may be scheduled by the Watermaster.

3 RECLAIMED WATER CREDIT

4 (2) By paying to Central Municipal for  
5 the benefit of all Lower Area Parties the  
6 total amount or any portion of the total  
7 amount which Central and West Basin Water  
8 Replenishment District or any Plaintiff  
9 shall have expended in reclaiming water or  
10 for the purchase of Reclaimed Water in the  
11 preceding Water Year, and which water when  
12 so reclaimed or purchased shall have been  
13 passed through Whittier Narrows to Lower  
14 Area. Upon written request made by Upper  
15 District not later than three months after  
16 the end of a Water Year, Central Municipal  
17 shall give a written notice to Upper District  
18 and the Watermaster of the total number of  
19 acre-feet of such Reclaimed Water so  
20 reclaimed or purchased during the preceding  
21 Water Year and of the cost per acre-foot  
22 therefor at the existing Whittier Narrows  
23 Water Reclamation Plant for reclamation of  
24 waste water, and at any future additions  
25 thereto, and payment therefor at said cost,  
26 or costs, may be made not later than one  
27 year after receipt of such written notice.  
28 Such payment shall be made for the total  
29 production of Reclaimed Water from the  
30 existing plant in the preceding Water Year  
31 before Upper District shall be entitled to  
32 make payment for all, or any portion of,



1 Reclaimed Water produced in that year by  
2 any future addition to that plant. Such  
3 payment by Upper District on behalf of  
4 Defendants shall be deemed a delivery of  
5 Make-up Water equal to the quantity of  
6 Reclaimed Water for which the expenditure  
7 of a like sum would have paid at the cost,  
8 or costs, per acre-foot so paid for such  
9 Reclaimed Water. In no event, however,  
10 shall any payment by Upper District under  
11 this subparagraph (i)(2) be deemed a  
12 delivery of Make-up Water in excess of  
13 14,735 acre-feet in any Water Year during  
14 which the amount of Make-up Water required  
15 to be furnished by Upper Area is available  
16 to it at ground water replenishment rates  
17 for delivery to Lower Area, except with  
18 the prior written consent of Plaintiffs.

19 DIRECT DELIVERY

20 (3) By delivering, or causing to be deli-  
21 vered, water to any of Lower Area Parties  
22 with consent of Plaintiffs for use in  
23 Lower Area.

24 WATER  
25 RIGHTS  
26 BOUND

27 (j) It is further determined and adjudicated  
28 that the obligations provided above in sub-  
29 paragraphs (f) and (h) of this paragraph 5  
30 for each Defendant shall constitute and be a  
31 servitude upon the existing water rights of  
32 each Defendant in and to the water supply of  
the San Gabriel River System upstream from  
Lower Area and shall run with and forever bind  
said water rights for the benefit of the water

1  
2 TRANSFER OF  
3 WATER RIGHTS  
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rights of Lower Area Parties.

(k) If any Defendant, other than Upper District, shall desire to transfer all or any of its said water rights to a person, firm or corporation, public or private, who or which is not then bound by this Judgment as a Defendant, such Defendant shall as a condition to being discharged as hereinafter provided cause such transferee to appear in this action and file a valid and effective express assumption of the obligations imposed upon such Defendant under this Judgment as to such transferred water rights. Such appearance and assumption of obligations shall include the filing of a designation of the address to which shall be mailed all notices, requests, objections, reports and other papers permitted or required by the terms of this Judgment.

If any Defendant shall have transferred all of its said water rights and each transferee not theretofore bound by this Judgment as a Defendant shall have appeared in this action and filed a valid and effective express assumption of the obligations imposed upon such Defendant under this Judgment as to such transferred water rights, such transferring Defendant shall thereupon be discharged from all obligations hereunder. If any Defendant other than Upper District shall cease to own any rights in and to the water supply of the San Gabriel River System upstream from Lower Area, and shall have caused the appearance

1 and assumption provided for in the third  
2 preceding sentence with respect to each  
3 voluntary transfer, then upon application to  
4 this Court and after notice and hearing such  
5 Defendant shall thereupon be relieved and  
6 discharged from all further obligations here-  
7 under. Any such discharge of any Defendant  
8 hereunder shall not impair the aggregate rights  
9 of Lower Area Parties or the responsibility  
10 hereunder of the remaining Defendants or any  
11 of the successors.

12 WATERMASTER PROVISIONS

13 WATERMASTER  
14 APPOINTMENT

15 6. A Watermaster comprised of three persons to be  
16 nominated as hereinafter provided shall be appointed  
17 by and serve at the pleasure of and until further  
18 order of this Court. One shall be a representative  
19 of Upper Area Parties nominated by and through  
20 Upper District, one shall be a representative of  
21 Lower Area Parties nominated by and through  
22 Central Municipal, and one shall be jointly  
23 nominated by Upper District and Central Municipal.  
24 If a dispute arises in choosing the joint appointee,  
25 the Court shall make the appointment. If Central  
26 Municipal or Upper District shall at any time or  
27 times nominate a substitute appointee in place  
28 of the appointee last appointed to represent  
29 Lower Area Parties, in the case of Central  
30 Municipal, or to represent Upper Area Parties,  
31 in the case of Upper District, or if Central  
32 Municipal and Upper District shall at any time  
or times jointly nominate a substitute appointee  
in place of the joint appointee last appointed,

1 such substitute appointee shall be appointed by  
2 the Court in lieu of such last appointee or joint  
3 appointee. Each such nomination shall be made in  
4 writing, served upon the other parties to this  
5 action and filed with the Court. The Watermaster  
6 when so appointed shall administer and enforce  
7 the provisions of this Judgment and the instructions  
8 and subsequent orders of this Court.

9 POWERS  
10 AND  
11 DUTIES

7. The Watermaster shall have the following powers  
and duties and shall take all steps necessary to  
make the following determinations for each Water  
Year promptly after the end of such Water Year:

- 13 (a) the amount of Surface Flow,
- 14 (b) the amount of Subsurface Flow,
- 15 (c) the amount of Export to Lower Area,
- 16 (d) the amount of water which passed as Surface  
17 Flow or Subsurface Flow across the boundary  
18 between Upper Area and Lower Area through  
19 Whittier Narrows and which was imported by or  
20 on behalf of Lower Area Parties from outside of  
21 the watershed of the San Gabriel River System  
22 above Whittier Narrows,
- 23 (e) the amount and quality of Reclaimed Water  
24 reclaimed by or on behalf of Lower Area,
- 25 (f) the total amount of Make-up Water delivered  
26 to Lower Area, together with the respective  
27 amounts delivered by each method specified in  
28 paragraph 5 of this Judgment,
- 29 (g) the amount of Usable Water received by  
30 Lower Area,
- 31 (h) the amount of local storm inflow,  
32 originating in Lower Area, to the channel of

each of Rio Hondo and San Gabriel River within Montebello Forebay,

(i) the surface outflow from Montebello Forebay in the channel of each of the Rio Hondo and San Gabriel River,

(j) the number of inches of depth of average rainfall in the San Gabriel Valley,

(k) the average annual rainfall in the San Gabriel Valley for the ten consecutive Water Years just ended,

(l) Lower Area Annual Entitlement or the entitlement for the Long-term Accounting Period, determined pursuant to subparagraph (d) or (h), respectively, of paragraph 5 of this Judgment,

(m) Accrued Debit of Upper Area, if any, or Accrued Credit of Upper Area, if any, as it exists at the end of such Water Year, and

(n) the amount, if any, of Make-up Water which Upper District is obligated to deliver during the following Water Year.

DETERMINATIONS  
TO BE BASED ON  
EXHIBIT B

8. Each of the above required determinations shall be based on and conform to the procedures specified in this Judgment and in Exhibit B insofar as said exhibit provides a procedure.

REPORTS  
MEASUREMENTS  
AND DATA

9. The Watermaster shall report to the Court and to each party in writing at the same time and not more than five months after the end of each Water Year the determinations required by paragraph 7 above.

The Watermaster shall cause to be installed and maintained in good working order such measuring

1 devices in Whittier Narrows and elsewhere as are  
2 necessary or required and not otherwise available  
3 for the making of the determinations required by  
4 paragraph 7 above.

5 The Watermaster shall collect and assemble  
6 from each of the parties, and the parties shall  
7 make available to the Watermaster, such records,  
8 reports and other data as may reasonably be  
9 required in the making of the determinations  
10 required of the Watermaster under paragraph 7 above.  
11 All records, reports and data received, maintained  
12 or compiled by the Watermaster shall be open to  
13 inspection by any party or its representative.

14 OBJECTIONS

15 10. Any party who objects to any determination  
16 made by the Watermaster pursuant to paragraph 7  
17 above, may make such objection in writing to the  
18 Watermaster within thirty (30) days after the  
19 Watermaster gives the required written notice of  
20 such determination. Within thirty (30) days after  
21 expiration of the time within which objection may  
22 be made to such determination, the Watermaster  
23 shall consider all objections thereto and shall  
24 amend, modify or affirm the determination and  
25 give notice thereof at the same time to all parties  
26 and shall file a copy of such final determination  
27 with the Court. If the Watermaster denies any  
28 objection in whole or in part, the party whose  
29 objection was so denied may within thirty (30)  
30 days after service of the final determination  
31 upon it, make written objection to such denial  
32 by filing its objections with the Court after first  
mailing a copy of such objections to the

1 Watermaster and to each party, and such party shall  
2 bring its objections on for hearing before the  
3 Court upon notice and motion and at such time as  
4 the Court may direct. If the Watermaster shall  
5 change or modify any determination, then any party  
6 may within fifteen (15) days after service of such  
7 final determination upon it object to such change  
8 or modification by following the procedure  
9 prescribed above in the case of a denial of an  
10 objection to the first determination. If objection  
11 to a final determination is filed with the Court  
12 as herein provided and brought on for hearing,  
13 then such final determination may be confirmed or  
14 modified in whole or in part as the Court may deem  
15 proper.

16 CHANGE IN  
17 METHOD OF  
18 MEASUREMENT

11. If the Watermaster shall deem it advisable to  
make a change in the method of making any measure-  
ment required under the terms of this Judgment,  
the Watermaster shall notify all parties of such  
proposed change, and if within sixty (60) days of  
such notification no party shall file written  
objections to such change with the Watermaster,  
the Watermaster may put such proposed change into  
effect. If, however, any party files its written  
objection to the proposed change, it shall by  
notice of motion filed not later than fifteen  
(15) days after the expiration of said 60-day  
period and served on the Watermaster and all parties  
bring its objection on for hearing before the Court  
at such time as the Court may direct, and the  
Court shall rule on whether the Watermaster may  
make such proposed change.

1 BUDGET

2 12. In addition to the above-specified adminis-  
3 trative powers and duties, the Watermaster shall  
4 prepare a tentative budget for each Water Year,  
5 stating the estimated expense for discharging the  
6 duties of the Watermaster set forth in this  
7 Judgment. The Watermaster shall mail a copy of  
8 the tentative budget to each of the parties at  
9 the same time at least sixty (60) days before the  
10 beginning of each Water Year. However, with  
11 respect to the first Water Year following the  
12 entry of this Judgment, the tentative budget  
13 shall be mailed not later than one hundred and  
14 twenty (120) days from the entry of this Judgment.  
15 If any party has an objection to a tentative  
16 budget, or any suggestions with respect thereto,  
17 that party shall present the same in writing to  
18 the Watermaster within fifteen (15) days after  
19 service of the tentative budget upon it. If no  
20 objections are received, the tentative budget  
21 shall become the final budget. If objections to  
22 the tentative budget are received, the Watermaster  
23 shall, within fifteen (15) days after the expira-  
24 tion of the time for presenting objections,  
25 consider all such objections, prepare a final  
26 budget, and mail a copy thereof to each party,  
27 together with a statement of the amount assessed,  
28 if any, to each party, computed as provided in  
29 paragraph 13. If the Watermaster denies any  
30 objection in whole or in part, the party whose  
31 objection was so denied may, within fifteen (15)  
32 days after service of the final budget upon it,  
make written objection to such denial by filing



1 its objections with the Court after first  
2 mailing a copy of such objections to each  
3 party, and such party shall bring its objections  
4 on for hearing before the Court upon notice and  
5 motion and at such time as the Court may direct.  
6 If the Watermaster makes a change in the tentative  
7 budget, then any party may within fifteen (15)  
8 days after service of the final budget upon it  
9 object to any such change by following the  
10 procedure prescribed above in the case of a denial  
11 of an objection to the tentative budget. If  
12 objection to the final budget is filed with the  
13 Court as herein provided and brought on for  
14 hearing, then such final budget may be confirmed  
15 or adjusted in whole or part as the Court may deem  
16 proper.

17 FEES AND  
18 EXPENSES

13. The fees, compensation and expenses of the  
Watermaster hereunder shall be borne by the parties  
in the following proportions: 50% by Upper  
District, 41.2% by Central Municipal, 7.125% by  
the City of Long Beach, and 1.675% by the City of  
Compton, or such other division among the Plaintiffs  
as they may agree upon in writing and file with  
the Watermaster.

Payment of the amount assessed to a party,  
whether or not subject to adjustment by the Court  
as provided in paragraph 12, shall be paid on or  
prior to the beginning of the Water Year to which  
the final budget and statement of assessed costs  
is applicable. If such payment by any party is  
not made on or before said date, the Watermaster  
shall add a penalty of 5% thereof to such party's

1 statement. Payment required of any party here-  
2 under may be enforced by execution issued out of  
3 this Court, or as may be provided by order here-  
4 inafter made by this Court. All such payments  
5 and penalties received by the Watermaster shall  
6 be expended by him for the administration of this  
7 Judgment. Any money remaining at the end of any  
8 Water Year shall be available for use in the  
9 following Water Year.

10 SUCCESSOR  
11 OF UPPER  
12 DISTRICT

13 14. If a public agency or district shall be  
14 formed hereafter which shall include the present  
15 area of Upper District and shall have ability  
16 equal to or greater than that which Upper District  
17 now has to perform the obligations under this  
18 Judgment, and shall appear in this action and  
19 file a valid and effective assumption of such  
20 obligations, then Upper District upon application  
21 to this Court, and after notice and hearing, shall  
22 thereupon be relieved and discharged from all  
23 further obligations hereunder.

24 CONTINUING  
25 JURISDICTION  
26 OF THE COURT

27 15. Full jurisdiction, power and authority is  
28 retained and reserved by the Court for the purpose  
29 of enabling the Court upon application of any  
30 party by motion and upon at least thirty (30)  
31 days notice thereof, and after hearing thereon  
32 (i) to make such further or supplemental orders  
or directions as may be necessary or appropriate  
for the construction, enforcement or carrying out  
of this Judgment, and (ii) to modify, amend or  
amplify any of the provisions of this Judgment  
whenever substantial developments affecting the  
physical, hydrological or other conditions dealt

1 with herein may, in the Court's opinion, justify  
2 or require such modification, amendment or  
3 amplification.

4 If at any time Plaintiffs and at least two-  
5 thirds of the Defendants including any two of the  
6 cities of Alhambra, Azusa and Monterey Park, shall  
7 file with the Court a written stipulation (i) that  
8 henceforth in determining any one or more of the  
9 component parts of Usable Water received by Lower  
10 Area in any Water Year, the Watermaster shall not  
11 use the method specified in this Judgment but  
12 shall use instead a new, different or altered  
13 method as specified and described in such  
14 stipulation, and (ii) that such new, different or  
15 altered method or methods shall be applied to  
16 redetermine the average annual amount of Usable  
17 Surface Flow, Subsurface Flow and Export to Lower  
18 Area which Lower Area received each Water Year  
19 during the period October 1, 1934 to September  
20 30, 1959, referred to as the base period, and  
21 that on the basis of such redetermination the  
22 Court may modify paragraphs 4 and 5 of this  
23 Judgment to establish a new and different water  
24 entitlement and yearly adjustment thereto which  
25 shall thereafter control, then and in that event,  
26 after hearing pursuant to motion and notice to  
27 all parties, held at such time as the Court may  
28 direct, the Court may deny the motion or it may  
29 grant it and (a) approve the future use of the  
30 stipulated new, different or altered method or  
31 methods, by the Watermaster, and (b) by use of the  
32 stipulated new, different or altered method or

1 methods, redetermine the average annual amount of  
2 Usable Surface Flow, Subsurface Flow and Export  
3 to Lower Area received each Water Year during the  
4 base period, and on the basis thereof modify  
5 paragraphs 4 and 5 of this Judgment to provide for  
6 a new and different water entitlement and yearly  
7 adjustment thereto, which modifications shall be  
8 effective and control commencing with the Water  
9 Year following the entry of the order so modifying  
10 paragraphs 4 and 5.

11 REPORT OF  
12 TRANSFER  
13 OF WATER  
14 RIGHTS

15 16. Every transfer of any of those water rights of  
16 Defendants which are the subject of Paragraph 5(j)  
17 of this Judgment, whether such transfer is volun-  
18 tary or involuntary, shall be reported promptly  
19 in writing by the transferor to the Watermaster;  
20 and the Watermaster shall give prompt written  
21 notice of such transfer to each party and to each  
22 transferee involved in every other transfer of any  
23 of those water rights. Such report by the  
24 transferor and notice by the Watermaster shall  
25 contain the following information as to each such  
26 transfer:

- 27 (a) The identity of the transferor;  
28 (b) The identity of the transferee;  
29 (c) The effective date of the transfer;  
30 (d) A brief description of the document by  
31 which such transfer is made, and the  
32 recording data, if any;  
(e) A statement as to whether the transfer  
was voluntary or involuntary;  
(f) A statement whether or not after such  
transfer the transferor still has or

1 claims to have any of the water rights  
2 which are the subject of Paragraph 5(j)  
3 of this Judgment.

4 NOTICES

5 17. All notices, requests, objections, reports  
6 and other papers permitted or required by the  
7 terms of this Judgment shall be given or made by  
8 written document and shall be served by mail on  
9 each party and on each transferee of water rights  
10 who has appeared and filed the assumption of  
11 obligations required by paragraph 5(k) of this  
12 Judgment, and where required or appropriate, on  
13 the Watermaster. For all purposes of this  
14 paragraph the mailing address of each party shall  
15 be that set forth below its signature to the  
16 Stipulation for Judgment, and the mailing address  
17 of each transferee of water rights shall be that  
18 set forth in the appearance and assumption of  
19 obligations required by paragraph 5(k) of this  
20 Judgment, until changed as provided below. No  
21 further notice of any kind as to any matter  
22 arising hereunder, including notice to attorneys  
23 of record for any party or such transferee, need  
24 be given, made or served.

25 If any party or any such transferee of water  
26 rights shall desire to change its designation of  
27 mailing address, it shall file a written notice  
28 of such change with the clerk of this court and  
29 shall serve a copy thereof by mail on the  
30 Watermaster. Upon the receipt of any such notice  
31 the Watermaster shall promptly give written  
32 notice thereof to each party and to each  
transferee of water rights.

1 EFFECTIVE  
2 DATE

18. The rights decreed and the obligations  
imposed by this Judgment shall be effective  
October 1, 1963, and shall accrue from that  
date.

5 COSTS

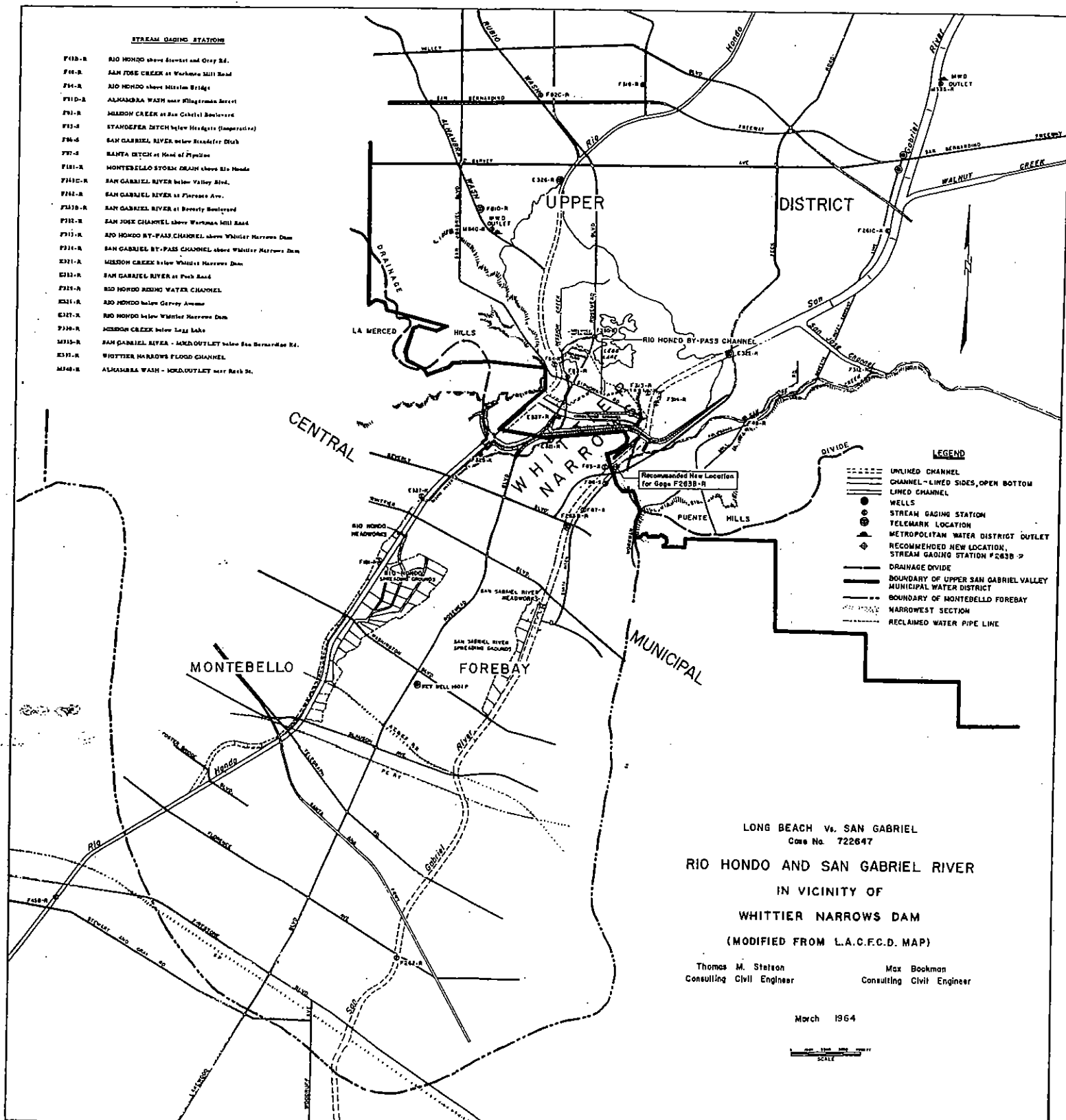
19. None of the parties shall recover any costs  
from any other party.

8 Dated: \_\_\_\_\_, 1964.

11 \_\_\_\_\_  
12 Judge

# STREAM GAGING STATIONS

F113-R	RIO HONDO above Stewart and Gray Rd.
F114-R	SAN JOSE CREEK at Workman Mill Road
F114-R	RIO HONDO above Mission Bridge
F115-R	ALHAMBRA WASH near El Estero de San Jose
F116-R	MILSON CREEK at San Gabriel Boulevard
F117-R	STANDEFER DITCH below Headgate (Imperial)
F118-R	SAN GABRIEL RIVER below Headgate Ditch
F119-R	SANTA DITCH at Head of Pipeline
F120-R	MONTEBELLO STORM DRAIN above Rio Hondo
F121-R	SAN GABRIEL RIVER below Valley Blvd.
F122-R	SAN GABRIEL RIVER at Florence Ave.
F123-R	SAN GABRIEL RIVER at Beverly Boulevard
F124-R	SAN JOSE CHANNEL above Workman Mill Road
F125-R	RIO HONDO BY-PASS CHANNEL above Whittier Narrows Dam
F126-R	SAN GABRIEL BY-PASS CHANNEL above Whittier Narrows Dam
E371-R	MILSON CREEK below Whittier Narrows Dam
E372-R	SAN GABRIEL RIVER at Park Road
F127-R	RIO HONDO RISING WATER CHANNEL
E373-R	RIO HONDO below Garvey Avenue
E374-R	RIO HONDO below Whittier Narrows Dam
F128-R	MILSON CREEK below Logg Lake
F129-R	SAN GABRIEL RIVER - MONDOUTLET below San Bernardino Rd.
E375-R	WHITTIER NARROWS FLOOD CHANNEL
F130-R	ALHAMBRA WASH - MONDOUTLET near Beth St.



LONG BEACH vs. SAN GABRIEL  
Case No. 722647

## RIO HONDO AND SAN GABRIEL RIVER IN VICINITY OF WHITTIER NARROWS DAM (MODIFIED FROM L.A.C.F.C.D. MAP)

Thomas M. Stetson  
Consulting Civil Engineer

Max Bookman  
Consulting Civil Engineer

March 1964

SCALE

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LONG BEACH v. SAN GABRIEL

ENGINEERING APPENDIX

EXHIBIT B



# ENGINEERING APPENDIX

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1 ENGINEERING APPENDIX

2  
3 INTRODUCTION

4 Pursuant to the declaration of rights contained in  
5 paragraph 4 of the Judgment and the physical solution  
6 contained in paragraph 5 of the Judgment, the purpose of this  
7 exhibit is to establish the basis for calculations and  
8 measurements to provide for operation of the Judgment in the  
9 future.

10 Unless otherwise provided in this exhibit, all terms  
11 used herein are used in the same sense as defined or used in  
12 the Judgment.

13 The derivation of the Lower Area average annual  
14 entitlement is based upon the data presented herein covering  
15 the base period. However, if a more accurate method of  
16 determining Subsurface Flow is developed at some future time,  
17 it will be acceptable for use in carrying out the terms of this  
18 Judgment so long as it can also apply to the base period and to  
19 the years over which the Judgment shall have operated to that  
20 time.

21  
22 I. DERIVATION OF LOWER AREA AVERAGE ANNUAL ENTITLEMENT

23 The Lower Area average annual entitlement is  
24 stipulated in paragraph 5 (a) of the Judgment to be 98,415  
25 acre-feet. It was derived from three components of water  
26 supply over the base period, October 1, 1934, through  
27 September 30, 1959. Said components were: (1) Usable Surface  
28 Flow, (2) Subsurface Flow, and (3) Export to Lower Area.

29  
30 A. Usable Surface Flow

31 For the base period, Usable Surface Flow was  
32 calculated as that portion of Surface Flow which percolated

1 in Montebello Forebay, less the calculated amounts of Lower Area  
2 Replenishment Water (hereby defined as water imported from outside  
3 of the watershed of the San Gabriel River system by or on behalf  
4 of Lower Area Parties for replenishment of Montebello Forebay  
5 and passing from Upper Area to Lower Area), and less one-half  
6 of the Raymond Basin sewage discharged in Upper Area from the  
7 Tri-City Sewage Treatment Plant.

8 Table 1 presents the calculation of Usable Surface  
9 Flow during the base period. The average annual quantity was  
10 calculated to be 51,620 acre-feet. Its derivation is summarized  
11 in the following tabulation.

		Average annual quantity in acre- feet
14	1. Surface Flow	108,560
15	2. Montebello Forebay surface	
16	outflow	45,000
17	3. Local storm inflow within	
18	Montebello Forebay	<u>1,660</u>
19	4. Portion of Surface Flow	
20	leaving Montebello	
21	Forebay (2 minus 3)	43,340
22	5. Surface Flow percolated in	
23	Montebello Forebay	
24	(1 minus 4)	65,220
25	6. Lower Area Replenishment Water	
26	(Colorado River water)	
27	passing through Whittier	
28	Narrows	11,870
29	7. One-half of Raymond Basin	
30	sewage discharged in	
31	Upper Area	1,730
32	8. Usable Surface Flow	
	(5 minus 6 minus 7)	51,620

TABLE 1  
CALCULATION OF USABLE SURFACE FLOW  
DURING BASE PERIOD  
(Acres-Feet)

(1)	Surface Flow						Montebello Forebay surface outflow					(12)	(13)	(14)	(15)	(16)
	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)						
Water Year	Rio Hondo F-64	Mission Creek F-83	Rio Hondo Bypass F-313	Sycamore Canyon	San Gabriel River at maximum rising water	Total (2+3+4+5+6)	Rio Hondo F-45	San Gabriel River F-262	Subtotal (8+9)	Montebello Storm Drain F-181	Outflow of Surface Flow (10-11)	Surface Flow percolated in Montebello Forebay (7-12)	Colorado River water passing Whittier Narrows	One-half of Raymond Basin sewage discharged in Upper Area	Usable Surface Flow (13-14-15)	
1934-35	29,230	9,140	0	390	22,410	61,170	6,000	4,700	10,700	1,650	9,050	52,120		2,650	49,470	
36	20,700	9,810	0	70	16,140	46,720	4,220	1,750	5,970	890	5,080	41,640		2,735	38,905	
37	50,900	10,840	0	260	47,750	109,750	26,870	21,000	47,870	2,170	45,700	64,050		2,865	61,185	
38	209,330	14,700	0	510	109,120	333,660	172,100	60,000	232,100	2,050	230,050	103,610		2,960	100,650	
39	30,650	16,330	0	200	38,380	85,560	9,540	2,540	12,080	980	11,100	74,460		2,970	71,490	
1939-40	27,660	16,210	0	110	29,510	73,490	4,850	1,900	6,750	890	5,860	67,630		2,985	64,645	
41	130,650	18,120	0	1,070	112,440	262,280	93,260	75,780	169,040	4,090	164,950	97,330		3,205	94,125	
42	28,810	18,740	0	80	43,770	91,400	6,730	13,570	20,300	960	19,340	72,060		3,140	68,920	
43	59,470	17,410	0	150	222,670	299,700	41,910	186,420	228,330	2,580	225,750	73,950		3,235	70,715	
44	51,390	18,850	0	220	121,420	191,880	26,820	79,930	106,750	2,390	104,360	87,520		3,545	83,975	
1944-45	32,300	18,020	0	70	57,130	107,520	8,460	26,110	34,570	770	33,800	73,720		3,490	70,230	
46	43,160	15,630	0	70	51,580	110,440	11,280	16,480	27,760	870	26,890	83,550		3,635	79,915	
47	48,410	14,230	0	110	56,790	119,540	16,030	27,650	43,680	1,350	42,330	77,210		3,785	73,425	
48	25,370	12,670	0	20	20,970	59,030	3,510	0	3,510	910	2,600	56,430		2,065	54,365	
49	11,100	10,640	0	40	13,590	35,370	1,490	0	1,490	860	630	34,740		0	34,740	
1949-50	12,280	8,780	0	110	11,780	32,950	2,840	0	2,840	1,240	1,600	31,350		0	31,350	
51	7,880	6,700	0	0	8,420	23,000	780	0	780	890	-110	23,110		0	23,110	
52	34,570	6,090	0	530	56,800	97,990	26,040	24,250	50,290	3,330	46,960	51,030		0	51,030	
53	16,120	6,210	0	50	22,350	44,730	3,450	980	4,430	1,430	3,000	41,730		0	41,730	
54	23,390	3,580	7,230	100	18,130	52,430	10,760	3,790	14,550	2,190	12,360	40,070	15,690	0	24,380	
1954-55	11,350	3,100	9,730	70	14,630	38,880	8,000	1,000	9,000	1,210	7,790	31,090	23,130	0	7,960	
56	16,180	2,310	14,990	150	28,930	62,560	14,540	10,360	24,900	2,110	22,790	39,770	42,870	0	-3,100	
57	16,840	1,840	20,400	50	22,220	61,350	4,640	1,390	6,030	1,120	4,910	56,440	51,870	0	4,570	
58	119,320	2,660	15,300	540	91,320	229,140	30,260	23,960	54,220	3,250	50,970	178,170	103,900	0	74,270	
1958-59	39,800	3,920	0	10	39,790	83,520	3,900	3,130	7,030	1,230	5,800	77,720	59,390	0	18,330	
TOTALS	1,096,860	266,530	67,650	4,980	1,278,040	2,714,060	538,280	586,690	1,124,970	41,410	1,083,560	1,630,500	296,850	43,265	1,290,385	
Averages	43,870	10,660	2,710	200	51,120	108,560	21,530	23,470	45,000	1,660	43,340	65,220	11,870	1,730	51,620	

1    B.   Subsurface Flow

2                    The State of California, Department of Water  
3    Resources, published in April 1962, Appendix B, "Safe Yield  
4    Determinations", of Bulletin No. 104, a report entitled "Planned  
5    Utilization of the Ground Water Basins of the Coastal Plain of  
6    Los Angeles County". That report included estimates of the  
7    seasonal Subsurface Flow through Whittier Narrows for each Water  
8    Year during the period 1934-35 through 1956-57. By applying  
9    the same methods of computation, the estimates have been  
10    extended through the Water Year 1958-59 and a 25-year average  
11    of 28,400 acre-feet derived.

12                   Table 2 sets out the Subsurface Flow for each Water  
13    Year in the base period and the average annual Subsurface Flow  
14    during the base period.

TABLE 2  
SUBSURFACE FLOW  
DURING BASE PERIOD

	<u>Water Year</u>	<u>Acre-Feet</u>
5	1934-35	33,500
6	36	33,500
7	37	31,100
8	38	25,600
9	39	25,000
10	1939-40	23,900
11	41	23,300
12	42	21,800
13	43	21,900
14	44	23,700
15	1944-45	23,500
16	46	23,100
17	47	22,400
18	48	25,700
19	49	30,300
20	1949-50	34,000
21	51	32,800
22	52	32,100
23	53	32,800
24	54	33,200
25	1954-55	33,600
26	56	32,200
27	57	32,600
28	58	30,500
29	1958-59	<u>27,800</u>
30	TOTAL	709,900
31	Average	28,400

1 C. Export to Lower Area

2 During the base period there were a number of water  
3 producers or water service agencies which produced water by  
4 surface diversions or wells in Upper Area and exported it to  
5 Lower Area. At the present time, and for the past several  
6 years, all such water has been pumped from wells in Upper Area.

7 There are four water service agencies which  
8 currently so export water. They are the Rincon Ditch Company,  
9 California Domestic Water Company, Suburban Water Systems, and  
10 the City of Whittier.

11 Table 3 sets forth Export to Lower Area for each  
12 Water Year during the base period and the average annual Export  
13 to Lower Area during the base period.  
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TABLE 3

EXPORT TO LOWER AREA  
DURING BASE PERIOD

<u>Water Year</u>	<u>Acre-Feet</u>
1934-35	15,049
35-36	21,644
36-37	22,668
37-38	25,151
38-39	27,532
1939-40	22,566
40-41	24,191
41-42	27,514
42-43	30,484
43-44	31,182
1944-45	25,953
45-46	27,456
46-47	29,877
47-48	30,165
48-49	25,515
1949-50	18,363
50-51	21,651
51-52	16,302
52-53	18,141
53-54	18,360
1954-55	18,796
55-56	20,728
56-57	19,686
57-58	22,031
58-59	23,881
TOTAL	584,886
Average	23,395



1 D. Derivation of Lower Area Average Annual Entitlement

2 Table 4 presents the derivation of the Lower Area  
3 average annual entitlement.

4  
5 TABLE 4  
6 LOWER AREA AVERAGE ANNUAL ENTITLEMENT  
7 (In acre-feet for base period)  
8

9 Usable Surface Flow (Table 1)	51,620
10 Subsurface Flow (Table 2)	28,400
11 Export to Lower Area (Table 3)	<u>23,395</u>
12 Sub-total	103,415
13 Stipulated deduction	<u>5,000</u>
14 Lower Area average annual entitlement	98,415

15  
16 II. DETERMINATION OF FUTURE LOWER AREA ANNUAL ENTITLEMENT

17 In determining a future Lower Area Annual Entitlement,  
18 as set forth in paragraph 5 (d) of the Judgment, the annual  
19 rainfall for San Gabriel Valley shall be determined in  
20 accordance with procedures set forth below, which are those  
21 presently utilized by the Los Angeles County Flood Control  
22 District. The 90-year (1872-73 through 1961-62) average  
23 rainfall for San Gabriel Valley has been calculated by said  
24 District to be eighteen and fifty-two one-hundredths (18.52)  
25 inches. For purposes of this Judgment, this quantity shall  
26 be the long-term average annual rainfall for San Gabriel Valley  
27 and shall not be subject to change.

28 The arithmetic average of the annual rainfall  
29 recorded at the four precipitation stations listed below shall  
30 constitute the rainfall for San Gabriel Valley for the  
31 respective Water Year.  
32

<u>Station No.</u>	<u>Location</u>
95	114 East First Street, San Dimas
102C	19711 East Valley Blvd., Walnut
108C	119 South Hoyt Avenue, El Monte
610B	City Hall, Pasadena

Table 5 presents the annual rainfall for San Gabriel Valley for the Water Years 1954-55 through 1962-63.

TABLE 5  
ANNUAL RAINFALL FOR SAN GABRIEL VALLEY

<u>Water Year</u>	<u>Rainfall, Inches</u>
1954-55	13.9
56	16.7
57	13.7
58	30.2
59	8.5
1959-60	10.6
61	5.9
62	22.4
63	12.3

The average rainfall in inches for the ten (10) consecutive Water Years ending with the year for which entitlement is being calculated shall be used as the basis for determining Lower Area Annual Entitlement.

Lower Area Annual Entitlements have been computed for 10-year average rainfall in increments of one-tenth (0.1) inch between fourteen (14) and twenty-five (25) inches and are set forth in Table A in paragraph 5 (d) of the Judgment. The following outlines the procedure for determining Lower Area Annual Entitlement from Table A:

- (1) Derive the 10-year average rainfall for San Gabriel Valley to the nearest one-tenth (0.1) inch;
- (2) Enter Table A in left-hand column at whole number of inches of rainfall; and

1 (3) Read horizontally to the vertical column  
2 representing the appropriate tenth of  
3 an inch of rainfall to obtain the  
4 quantity of Lower Area Annual Entitlement  
5 in acre-feet.  
6

7 III. FUTURE MEASUREMENTS

8 It will be necessary to maintain records of measurement  
9 of stream flow, flow in pipelines, rainfall and depth to ground  
10 water at a number of locations. The purpose of this Part III is  
11 to locate and identify those measurement stations and to specify  
12 the manner in which the measurements are to be used in the future  
13 operation of the Judgment. The line through Whittier Narrows  
14 shown on Exhibit A as "narrowest section" is the line at which  
15 accounting shall be made of the water to be received in the  
16 future by Lower Area Parties. The Watermaster shall, insofar as  
17 practicable, utilize measurement data available from existing  
18 sources. When such data are not available the Watermaster may  
19 make such measurements as may be necessary or reasonably required  
20 for the purposes of this Judgment. The Watermaster is hereby  
21 authorized to re-establish, rebuild or replace measuring  
22 stations whenever necessary for the operation of this Judgment.  
23

24 A. Surface Water Measurements and Calculations.

25 There may be several categories of water flowing on  
26 the surface through Whittier Narrows. Among them may be local  
27 stream flow, Lower Area Replenishment Water, Reclaimed Water  
28 and Make-up Water. The Watermaster shall have the responsibility  
29 of determining the quantities of each category of water flowing  
30 through Whittier Narrows in the future.  
31

32 The approximate locations of stream measuring stations  
in and near Whittier Narrows are shown on Exhibit A. The surface

1 water measurements and calculations shall include the following:

2 1. Measurements of Surface Flow.

3 a. Rio Hondo above Mission Bridge,  
4 Station F64-R.

5 b. Mission Creek at San Gabriel  
6 Boulevard, Station F83-R.

7 c. Rio Hondo By-pass Channel,  
8 Station F313-R.

9 d. Whittier Narrows Flood Channel,  
10 Station E337-R.

11 e. Calculation of Sycamore Canyon runoff  
12 based on annual rainfall to nearest  
13 inch at Station 170-C as shown on  
14 Table 6.

15 f. San Gabriel River near Parkway Bridge.  
16 This is to be a new station to replace  
17 the existing station on San Gabriel  
18 River at Beverly Boulevard, Station  
19 F263B-R.

20 g. The portion of Reclaimed Water from  
21 Whittier Narrows Reclamation Plant  
22 diverted to Rio Hondo.

23 2. Measurement of local storm inflow to the channel  
24 of each of the Rio Hondo and San Gabriel River  
25 within Montebello Forebay.

26 a. Montebello storm drain, Station F181-R.

27 b. Calculation of unmeasured local storm  
28 inflow.

29 3. Measurements of diversions to spreading grounds  
30 Montebello Forebay.

31 4. Measurement of surface outflow from Montebello  
32 Forebay in the channel of each of Rio Hondo and

1 San Gabriel River.

2 a. Rio Hondo above Stewart and Gray  
3 Road, Station F45B-R.

4 b. San Gabriel River at Florence  
5 Avenue, Station F262-R.

6 5. Measurement of Lower Area Replenishment Water  
7 imported to Upper Area from outside the water-  
8 shed of the San Gabriel River system.

9 a. Rio Hondo By-pass Channel,  
10 Station F313-R.

11 b. San Gabriel By-pass Channel,  
12 Station F314-R.

13 c. San Gabriel River MWD Outlet,  
14 Station M335-R.

15 d. Alhambra Wash MWD Outlet,  
16 Station M340-R.

17 e. Any other measuring point or points  
18 in Upper Area at which such replen-  
19 ishment water is released.

20 6. Measurement of total Reclaimed Water from Whittier  
21 Narrows Reclamation Plant reclaimed by or on  
22 behalf of Lower Area Parties.

23 In the event that any of the aforementioned gaging  
24 stations are inoperative for any reason and for any period of  
25 time the Watermaster shall estimate the quantity that would  
26 have been measured at the station had it been operative. The  
27 estimate shall be based on correlation to nearby operative  
28 measuring stations or on other reasonable engineering methods.  
29  
30  
31  
32

TABLE 6

## RAINFALL - RUNOFF RELATIONSHIP OF SYCAMORE CANYON\*

Annual rainfall, in inches at Precipitation Station No. 170-C	Estimated runoff in acre-feet
6	5
7	10
8	15
9	25
10	35
11	45
12	60
13	75
14	90
15	105
16	125
17	145
18	170
19	200
20	240
21	275
22	315
23	355
24	400
25	445
26	490
27	535
28	580
29	630
30	685

Extrapolate for rainfall values in excess of 30 inches.

\* Located on Westerly side of Whittier Narrows, upstream from dam and downstream from stream gaging Station F64-R. Approximate drainage area is 2.77 square miles.

B. Subsurface Flow

The determination of Subsurface Flow involves certain measurements and procedures which are set forth in this section. In connection with a recent comprehensive study made by the State of California, Department of Water Resources, for Bulletin No. 104, "Planned Utilization of the Ground Water Basins of the Coastal Plain of Los Angeles County", estimates were made of Subsurface Flow through Whittier Narrows. The State concluded that a reasonable method of determining Subsurface Flow was by the transmissibility method, which is based on Darcy's Law applied

1 at the location shown on Exhibit A as "narrowest section".

2 Darcy's Law states that  $Q = PIA$ , in which

3  $Q =$  Subsurface Flow

4  $P =$  Permeability, in gallons per day per  
5 square foot under unit hydraulic gradient

6  $I =$  Slope of water table

7  $A =$  Cross-sectional area

8 Under this Judgment calculations shall be made by the  
9 Watermaster for the spring and fall of each year and because of  
10 slight variations due to the nature of the data available,  
11 Subsurface Flow for any one year will be equal to the tri-annual  
12 average of the quantities calculated for the three years ending  
13 with the year of calculation. In this manner, annual Subsurface  
14 Flow shall be based on the average of six calculations, the  
15 first of which shall be the spring of 1962.

16 The elevation of the ground surface at the "narrowest  
17 section" of Whittier Narrows is deemed to be 208 feet above  
18 sea level, and the width of the section is deemed to be 7,900  
19 feet. Water levels fluctuate at Whittier Narrows and the  
20 cross-sectional area of the ground water at Whittier Narrows  
21 will vary with fluctuations in ground water elevation.

22 It should be noted that  $T = PD$ , where  $T =$   
23 transmissibility in gallons per day per foot of width under  
24 unit hydraulic gradient and  $D =$  saturated depth in feet.  
25 Therefore  $PA = TW$  and  $Q = PAI = TWI$ . The product  $TW$  (or  $PA$ )  
26 for the entire cross-sectional area was determined to be  
27 4,739.5 x 1,000,000 gallons per day, or 7,333.6 cfs. The  
28 actual slope of the water table,  $I$ , would then be applied to  
29 the calculated quantity of  $TW$  (or  $PA$ ).

30 The average permeability of the material to a depth  
31 of 100 feet below the ground surface has been determined to  
32 be equal to 2,000 gallons per day per square foot, which is

1 equal to .003095 cubic feet per second per square foot. This  
2 represents the average permeability in the zone of water level  
3 fluctuation.

4 In order to correct for the unsaturated depth, the  
5 equation  $Q = TWI$  is modified to  $Q = (TW - C)I$  where

6  $C = P_1 W d,$

7  $C$  = The flow which would occur in the unsaturated  
8 section if it were saturated, in cubic feet  
per second under unit hydraulic gradient.

9  $P_1$  = Average permeability for a distance of 100  
10 feet below the ground surface.

11  $W$  = The cross-sectional width, or 7,900 feet.

12  $d$  = The distance from the water surface to the  
13 top of the ground, or 208 feet minus ground  
water elevation.

14 Utilizing the values of permeability shown above, then

15  $C = 24.45 d$ , in cubic feet per second, for values  
16 of " $d$ " to a depth of 100 feet below the  
ground surface.

17 The "effective transmissibility" is equal to the total  
18 transmissibility times the width at the narrowest section minus  
19  $C$ , or,

20  $Tw_e = TW - C$

21  $Tw_e = 7,334 - C$ , in cubic feet per second.

22 Subsurface Flow is equal to the effective transmissi-  
23 bility times the average slope of the water table. The formula  
24 derived from the foregoing, may be stated as follows:

25  $Q = 724 I [7,334 - 24.45 (208 - E)]$

26 Where:  $Q$  = Subsurface Flow in acre-feet per year,

27  $I$  = Average adjusted slope of ground water  
28 surface at narrowest section, and

29  $E$  = Ground water elevation of the water  
30 surface in feet above sea level at the  
narrowest cross-section.

31 The detailed steps to be carried out by the Watermaster  
32 are as follows:



- 1 (1) Ground water level contour maps in the vicinity of Whittier  
2 Narrows are drawn on the basis of water level measurements.
- 3 (2) A line representing the narrowest cross-section is drawn on  
4 the ground water contour maps.
- 5 (3) This line is subdivided into four equal lengths.
- 6 (4) The average slope of the water table at each of the three  
7 points within the narrowest section is determined along a line  
8 perpendicular to the ground water contours in the manner hereto-  
9 fore used by the State of California, Department of Water  
10 Resources.
- 11 (5) Adjustment is made to the ground water slope at each of the  
12 three points so that it is perpendicular to the narrowest section  
13 by:
- 14 (a) measuring the angle, in degrees, between the  
15 line representing the narrowest cross-section and  
16 the tangent to the flow line at the narrowest  
17 cross-section,
- 18 (b) applying the sine of that angle to the previously  
19 determined slope to determine the adjusted slope, and  
20 (c) obtaining an average of the three adjusted slopes  
21 to represent the average slope through the narrowest  
22 cross-section.
- 23 (6) The elevation of the water surface at the narrowest cross-  
24 section is determined by interpolating between the ground water  
25 contours.
- 26 (7) The distance to the ground water surface is computed from  
27 the top of the ground by the formula:  $d = 208 - E$ , where E  
28 represents the average water level elevation of the narrowest  
29 cross-section, in feet.
- 30 (8) The correction factors for the transmissibility for the  
31 area from the top of ground to the water surface is computed by  
32 the formula  $C = 24.45 d$ , in cubic feet per second.

(9) The effective transmissibility is computed by the formula  
 $Tw_e = 7,334 - C$ , in cubic feet per second.

(10) Subsurface Flow is computed by multiplying the effective transmissibility by the average adjusted slope.

(11) The computed Subsurface Flow, in cubic feet per second, is converted to acre-feet per year by multiplying it by 724.

The selected wells within the vicinity of Whittier Narrows which have been used for drawing the ground water contours are as follows:

<u>Location No.</u>	<u>State No.</u>
2927B	2S 11W 06M01S
2927D	06K01S
2928	07B01S
2936	06A01S
2936A	1S 11W 31J03S
2938A	2S 11W 07H1S
2938D	05N05S
2939	08N01S
2939B	18B01S
2939G	07R01S
2947C	-
2947F	05L01S
2947N	05P01S
2948	05N04S
2948E	08B02S
2948F	08L03S
2957H	-

The Watermaster shall obtain measurements of ground water elevations in the spring and fall of each year when they are at their approximate high and low levels, respectively. Such measurements may be made at, but need not be limited to, all of the above listed wells.

C. Export to Lower Area

If present measuring devices on existing conduits are inadequate, the Watermaster shall install or cause to be installed adequate measuring devices to determine the amount of Export to Lower Area.

1 IV. ACCOUNTING

2 Utilizing the appropriate measurements described in  
3 the previous portion of this Exhibit B, the Watermaster shall  
4 maintain accounts for the determination of Lower Area Annual  
5 Entitlement, the annual amount of Usable Water, Make-up Water  
6 to be delivered, Make-up Water received, the annual total amount  
7 of Usable Water and Make-up Water, the accumulated Lower Area  
8 Annual Entitlements, the accumulated amounts of Usable Water and  
9 Make-up Water received subsequent to September 30, 1963, Accrued  
10 Debit of Upper Area or Accrued Credit of Upper Area, and records  
11 necessary for accomplishing the Long-term Accounting.

12 In maintaining the accounting records listed above,  
13 the Watermaster shall establish the necessary accounting  
14 procedures to accomplish the recordation of data and required  
15 calculations for accomplishment of the provisions set forth in  
16 paragraph 5 of the Judgment.

17  
18 A. Components of Usable Water

19 1. Surface Flow. Surface Flow shall be measured as  
20 set forth in Part III.A. of this exhibit to include all water  
21 other than Export to Lower Area and Subsurface Flow which passes  
22 from Upper Area to Lower Area through Whittier Narrows. When  
23 the new station to be constructed on the San Gabriel River near  
24 Parkway Bridge is completed, it shall replace the gaging station  
25 on the San Gabriel River at Beverly Boulevard, Station F263B-R.  
26 Until such new station is in operation, Surface Flow as  
27 measured at Station F263B-R shall be increased by the amount  
28 of Surface Flow which has percolated or been diverted between  
29 Station F263B-R and the point of maximum rising water. The  
30 Watermaster shall determine the quantity so percolated or  
31 diverted based upon available measurements by the Los Angeles  
32 County Flood Control District.

1                   2. Subsurface Flow. Subsurface Flow shall be  
2 calculated in accordance with the procedures heretofore set  
3 forth.

4                   3. Export to Lower Area. The Watermaster shall  
5 reduce to acre-feet the meter readings on each of the conduits  
6 transporting through Whittier Narrows water diverted from surface  
7 streams in Upper Area or pumped or developed from underground  
8 sources in Upper Area. These quantities shall be used to  
9 determine Export to Lower Area except that after September 30,  
10 1966, Export to Lower Area used for determination of Usable  
11 Water shall not exceed 23,395 acre-feet per year. (Paragraph  
12 3(1) of this Judgment.)

13  
14 B. Calculation of Usable Water

15                   After determining the amounts of Surface Flow, Sub-  
16 surface Flow and Export to Lower Area during a Water Year, as  
17 provided above, the Watermaster, in order to determine the extent  
18 to which such water constitutes the receipt of Usable Water by  
19 Lower Area during such Water Year, shall deduct from the total  
20 of such amounts, the following:

21                   1. Lower Area Replenishment Water. An amount equal  
22 to the total quantity of Lower Area Replenishment Water released  
23 in Upper Area in each Water Year subsequent to September 30,  
24 1963, less such amount, if any, as the Watermaster determines  
25 to be lost due to evaporation or transpiration prior to the  
26 receipt of such water in Lower Area;

27                   2. Reclaimed Water. An amount equal to the total  
28 quantity of Reclaimed Water which is reclaimed by or on behalf  
29 of Lower Area Parties;

30                   3. Make-up Water. An amount equal to the quantity of  
31 Make-up Water delivered to Lower Area during such Water Year,  
32 calculated as hereafter provided, to the extent included in

1 Surface Flow or Export to Lower Area;

2 4. Paragraph 3(1)(6) Water. An amount equal to the  
3 quantity of any water which falls within the scope of paragraph  
4 3(1)(6) of the Judgment; and

5 5. Unusable Surface Flow. An amount equal to the  
6 quantity of Unusable Surface Flow, which is determined by  
7 deducting from the total outflow as measured at Stations F45B-R  
8 and F262-R: (1) Local Storm Outflow and (2) the portion of  
9 Surface Flow which has been caused to pass said stations by  
10 reason of any spreading of water in Montebello Forebay by or on  
11 behalf of Lower Area Parties.

12 Local Storm Outflow is a portion of local storm inflow  
13 originating in Montebello Forebay upstream from said measuring  
14 stations, the amount of which outflow is to be determined as  
15 hereinafter provided. When actual measurements of local storm  
16 inflow are not available, the amount thereof discharging to the  
17 channels of Rio Hondo or San Gabriel River within Montebello  
18 Forebay upstream from stations F45B-R and F262-R shall be  
19 estimated by correlation with the local storm inflow measured  
20 at Montebello Storm Drain, Station F181-R. Such quantities shall  
21 be estimated on the basis of the individual drainage areas of  
22 storm drain projects and the runoff per unit area determined  
23 from the Montebello Storm Drain, Station F181-R, during the  
24 particular time interval under consideration. When water is  
25 flowing out of Montebello Forebay on the surface in the Rio Hondo  
26 or San Gabriel River channels, the Watermaster shall determine  
27 Local Storm Outflow as follows:

28 a. Local Storm Outflow from Rio Hondo. When outflow  
29 occurs at Station F45B-R, all local storm inflow, both measured  
30 and estimated, which enters the Rio Hondo channel between that  
31 station and Upper Area shall constitute Local Storm Outflow from  
32 Rio Hondo, but the amount thereof shall not exceed the amount of

1 outflow at Station F45B-R for such periods.

2 b. Local Storm Outflow from San Gabriel River. At  
3 such times as local storm inflow does not join Surface Flow in  
4 San Gabriel River, the portion of such local storm inflow passing  
5 Station F262-R shall constitute Local Storm Outflow. In addition,  
6 at such times as Surface Flow in the San Gabriel River commingles  
7 with the local storm inflow, then the Watermaster shall determine  
8 Local Storm Outflow as follows:

9 (1) Calculate the total amount of local  
10 storm inflow to the San Gabriel River during  
11 such times, but such amount to be used in the  
12 determination of Local Storm Outflow shall not  
13 exceed the amount of San Gabriel River outflow  
14 passing Station F262-R during such periods.

15 (2) Calculate the Local Storm Outflow  
16 passing Station F262-R during such times, which  
17 calculation shall be based on the Surface Flow  
18 and local storm inflow to the San Gabriel River  
19 channel, giving appropriate weight to the  
20 quantities involved and the distance the  
21 respective quantities of water traverse  
22 Montebello Forebay in said channel.

23 (3) These two calculations shall then be  
24 averaged arithmetically and the resulting amount  
25 shall be Local Storm Outflow from San Gabriel  
26 River.

27  
28 C. Determination and Delivery of Make-up Water

29 1. By Additions to Surface Flow (paragraph 5(i)(1) of  
30 Judgment). The determination of the amount of Make-up Water  
31 which is delivered to Lower Area as an addition to Surface Flow  
32 shall be based upon (a) measurements of Make-up Water at the

1 delivery outlet of such water upstream from Whittier Narrows,  
2 (b) measurements of water consisting in whole or in part of  
3 Make-up Water passing the applicable stations listed in Part  
4 III.A.1. of this Exhibit B, and (c) such deductions from the  
5 measurements of Make-up Water at said stations so listed as are  
6 necessary to take into account (i) the amount of any water other  
7 than Make-up Water included in the measurements at said stations  
8 so listed, (ii) any losses due to evaporation or transpiration  
9 of Make-up Water after such measurement and prior to its receipt  
10 in Lower Area, and (iii) any percolation of Make-up Water after  
11 such measurement and prior to the time it reaches the "narrowest  
12 section" in Whittier Narrows.

13 As changing conditions may require, the Watermaster  
14 shall change the points of measurement of Make-up Water in order  
15 to obtain those measurements necessary to determine the amount  
16 of Make-up Water delivered to Lower Area Parties by means of  
17 increasing Surface Flow.

18 2. By Payment for Reclaimed Water (paragraph 5(i)(2)  
19 of the Judgment). The Watermaster shall determine (a) the  
20 quantity of Reclaimed Water reclaimed at the Whittier Narrows  
21 Water Reclamation Plant as it existed October 1, 1963, and which  
22 when so reclaimed shall have been passed through Whittier  
23 Narrows, and (b) the quantity, if any, of Reclaimed Water  
24 reclaimed at any future additions to said plant after September  
25 30, 1963, and which when so reclaimed shall have been passed  
26 through Whittier Narrows. Such quantities shall be ascertained  
27 from the records of Los Angeles County Flood Control District.

28 Upon being advised that a payment has been made by  
29 Upper District or Defendants to Central Municipal pursuant to  
30 the provisions of paragraph 5(i)(2) of the Judgment, the  
31 Watermaster shall credit Upper Area Parties with the delivery of  
32 Make-up Water computed according to said paragraph of the

1 Judgment.

2 3. By Deliveries to a Lower Area Party (paragraph  
3 5(i)(3) of the Judgment). Any Make-up Water delivered directly  
4 to a Lower Area Party with the consent of Plaintiffs shall be  
5 metered and the meter records reduced to acre-feet per year.  
6 Upon being advised that a Lower Area Party has received a direct  
7 delivery of Make-up Water pursuant to the provisions of paragraph  
8 5(i)(3) of the Judgment, the Watermaster shall credit Upper Area  
9 Parties with delivery of such Make-up Water in the Water Year in  
10 which it was so delivered.

11  
12 D. Long-term Accounting

13 The Watermaster shall maintain a record of the annual  
14 rainfall in the San Gabriel Valley, including a running average  
15 of such rainfall, so that the Watermaster will be informed when  
16 a Long-term Accounting shall be carried out as specified in  
17 paragraph 5(h) of the Judgment, and shall thereafter perform  
18 the necessary calculations for accomplishment of the adjust-  
19 ment, if any, between the aggregate amount of water received  
20 compared to the aggregate entitlement for the period.

21  
22 E. Water Usable for Ground Water Replenishment

23 With respect to any delivery of Make-up Water the  
24 Watermaster shall determine the suitability of such water for  
25 ground water replenishment. The Watermaster shall gather,  
26 insofar as readily available from public and private agencies,  
27 data relating to the quality of all categories of water,  
28 Surface Flow, Subsurface Flow, Export to Lower Area, Reclaimed  
29 Water, Lower Area Replenishment Water and Make-up Water.  
30  
31  
32



REIMBURSEMENT CONTRACT

LONG BEACH v. SAN GABRIEL

d.

## REIMBURSEMENT CONTRACT

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ed.

## REIMBURSEMENT CONTRACT

THIS CONTRACT is made by and between UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT, herein called "Upper District", and the cities of ALHAMBRA, ARCADIA, AZUSA, COVINA, EL MONTE, GLENDORA, MONTEREY PARK, MONROVIA, SOUTH PASADENA, and WHITTIER; BALDWIN PARK COUNTY WATER DISTRICT, and SAN GABRIEL COUNTY WATER DISTRICT; AZUSA AGRICULTURAL WATER COMPANY, AZUSA VALLEY WATER COMPANY, CALIFORNIA DOMESTIC WATER COMPANY, CALIFORNIA WATER & TELEPHONE COMPANY, COLUMBIA LAND AND WATER COMPANY, COVINA IRRIGATING COMPANY, CROSS WATER COMPANY, DUARTE WATER COMPANY, EAST PASADENA WATER COMPANY, LTD., GLENDORA IRRIGATING COMPANY, SAN DIMAS WATER COMPANY, SAN GABRIEL VALLEY WATER COMPANY, SOUTHERN CALIFORNIA WATER COMPANY, SUBURBAN WATER SYSTEMS, SUNNYSLOPE WATER COMPANY, and VALLECITO WATER COMPANY, corporations, herein collectively called "Pumpers."

ed.

### RECITALS

1. The Action. In the matter of Board of Water Commissioners of the City of Long Beach, et al. v. San Gabriel Valley Water Company, et al., (L. A. Superior Court No. 722,647) the water rights of substantially all major water producers in the main San Gabriel Valley are sought to be restricted.

2. Judgment. The parties named above, except City

of Whittier, are concurrently executing a Stipulation that a Judgment substantially in the form annexed hereto shall be rendered and it is anticipated that such Judgment will be rendered in the action.

3. Public Interest in Settlement. It is in the best interests of the Pumpers and in the best interests of the water users and taxpayers within the corporate boundaries of those Pumpers which are public agencies, of the consumers of those Pumpers which are utilities or mutual water companies, and of all residents and taxpayers of Upper District, that said action be settled and disposed of in accordance with the terms of said judgment in order to preserve the water supplies within Upper Area.

#### DEFINITIONS

1. "Contract Costs" -- All costs hereafter paid by Upper District:

ed. (a) In providing Make-up Water under the terms of the judgment. In computing such cost of providing Make-up Water, any cost which Upper District shall pay which it would have paid even though it had not provided Make-up Water shall be excluded; and particularly but not exclusively, no amount which shall be paid to The Metropolitan Water District of Southern California as a condition to any past or future annexation shall be

deemed a cost of providing Make-up Water. Such costs may include interest paid by Upper District upon money borrowed for advancements made by it or interest which would have been received by the District, but which it lost by reason of making such advancements.

(b) In complying with the terms of said judgment.

(c) In keeping the records, making the determinations and collecting the moneys required by the later provisions of this contract.

2. "Assessable Pumpage" -- The amount of ground water produced in the applicable calendar year by or on behalf of any Pumper by pumping or extraction thereof from the Upper Area, including ground water produced under rights hereafter acquired from any source.

ed. 3. Common Terms With Judgment -- All terms specially defined in said judgment are used herein in the sense in which they are therein defined, and said special definitions are incorporated herein by this reference.

#### OPERATIVE PROVISIONS

1. Consideration for Execution. The great majority of the defendants in the action are situated in whole or in part within Upper District and pump water therein. Certain defendants, including the Cities of Alhambra, Azusa and

Monterey Park, as well as the City of Whittier which is not a defendant, lie outside Upper District. Execution of this agreement by all parties to it is essential to induce each party hereto to execute this agreement, and likewise, execution of the Stipulation for Judgment by all defendants in the action is necessary to induce each party hereto to execute this contract. Each party executes this contract in consideration of its execution by the other parties, and in consideration of the execution of the Stipulation by the parties thereto. Moreover, by this contract each party other than City of Whittier waives its right to cross-complain in the action so as to bring City of Whittier into the action as a party.

2. Intervention by Upper District. In consideration of the execution of this contract by Pumpers and to contribute to the physical solution of providing adequate ed. water for its inhabitants, Upper District has intervened as a defendant in the action and agrees to execute the stipulation for said judgment.

3. Administration. Upper District shall administer the provisions of Paragraphs 6 through 9, below, as to all Pumpers, including additional parties hereto mentioned in Paragraph 16.

4. Covenant to Reimburse. Each Pumper hereby agrees to pay to Upper District such Pumper's share of Contract

Costs allocated and determined as provided below.

5. Allocation of Costs Among Pumpers. Pumpers agree among themselves, each for the benefit of all other Pumpers, to share and participate in the payment of any sums due Upper District hereunder in such proportion as the Assessable Pumpage of each Pumper bears to the total Assessable Pumpage of all Pumpers for the applicable period covered by any assessment as hereinafter provided, subject to the provisions of Paragraph 9 below.

6. Reports by Pumpers. Pumpers shall file under penalty of perjury the reports hereinafter specified in the form provided by Upper District, as follows:

(a) Time and Procedure for Filing. Each year, on or before March 1, each Pumper shall file with Upper District a written report of its extractions of water from Upper Area for the preceding calendar year containing the information set forth in subparagraph (b) of this paragraph.

(b) Contents of the Report. Such annual reports to Upper District shall set forth:

(1) The name and address of the Pumper;  
and

(2) The number of acre feet of water which was pumped or extracted from Upper Area by or on behalf of the Pumper during

the calendar year covered.

(c) Determination in Lieu of Report. In the event any Pumper fails to so file such report, Upper District may make a determination of the Assessable Pumpage of such Pumper, which determination shall be final and binding.

7. Notice of Assessment. On or before June 1 of each year, Upper District shall serve a Notice of Assessment on each Pumper covering the preceding calendar year which will contain a statement of:

(a) The amount of Assessable Pumpage by each Pumper;

(b) A detailed statement of Contract Costs during the preceding calendar year, if any; and

(c) A statement of the amount of such Contract Costs which are assessable to and payable by the Pumper to whom such notice is sent.

8. Payment--Delinquency and Default. All assessments herein provided for shall be due and payable on the following July 31. In the event of nonpayment of any assessment, Upper District may bring an action and shall have the right to recover such assessment, together with interest thereon at the rate of 7% per annum from the date of delinquency and costs of suit, including any reasonable attorneys' fees incurred.



If, after due diligence, Upper District is unable to collect a Pumper's allocated cost, such uncollectible amount (including interest, costs and attorneys' fees) shall be prorated among and paid by the other Pumpers in the same proportions as they paid assessments for the year or years in question. Said proration shall be billed and payable with the next succeeding assessment.

9. Redetermination of Assessable Pumpage. Any Pumper may at any time within 90 days after receipt of any Notice of Assessment request a redetermination of the Assessable Pumpage of such Pumper or of any other Pumper or Pumpers reflected in such notice. Such request shall be addressed in writing to Upper District and shall set forth the basis of the requesting Pumper's belief that such data are incorrect. Upon the receipt of any request, the following procedures shall be undertaken by Upper District:

(a) Notice of Request for Redetermination.

Upper District shall forthwith notify in writing any Pumper whose Assessable Pumpage has been questioned, of the fact of such request and the name of the requesting Pumper. Notice shall further be sent to all Pumpers that procedures will be undertaken pursuant to this paragraph, and shall state briefly the issues to be determined.

(b) Availability of Records. Subsequent to such notice, the records of the Pumper whose Assessable Pumpage is subject to a request for redetermination shall be made available at reasonable hours and upon reasonable demand to Upper District, insofar as such records are relevant to a determination of the Assessable Pumpage of the Pumper during the period involved.

(c) Investigation and Notice of Hearing. Upper District shall conduct an investigation and shall by written decision served on all Pumpers redetermine or affirm such Assessable Pumpage. Upper District may at its option set a date for hearing. In such event, at least ten days' notice in writing of said hearing date shall be given to all Pumpers.

ed.

(d) Conduct of Hearing and Decision. If hearing be held, Upper District shall not be bound therein by strict rules of evidence, but may rely on any evidence which it deems of probative value. Any Pumper may present evidence and arguments thereat. The written decision of Upper District, with or without such hearing, shall be served on all Pumpers and shall be conclusive for purposes of this contract, unless said issue is submitted

to a court of competent jurisdiction within 90 days from notice of such decision.

(e) Reallocation of Contract Costs. If Assessable Pumpage is modified by any such decision, Contract Costs shall be reallocated in accordance therewith. Said reallocation shall be billed and payable with the next succeeding assessment.

10. Water Rights Unaffected. This contract relates solely to the equitable allocation of Contract Costs and does not involve or constitute an admission or agreement as to the water rights of any Pumpers. Execution of this contract shall not prevent any party hereto from bringing or maintaining any action or proceeding to determine rights to pump, extract or store water, or to limit or curtail any pumping, extraction or storage of water in or from Upper Area or elsewhere, except as limited by Paragraphs 1 and 16 of the Operative Provisions hereof.

ed.

11. Changed Conditions. It is recognized that conditions in Upper Area may hereafter change to such an extent that it may become equitable to modify either the total obligation of Pumpers to Upper District hereunder or the allocation of Contract Costs. While this contract is entered into to assure Upper District of reimbursement of an amount up to its entire Contract Costs, it is not intended hereby, and this contract shall not be deemed, to prevent Upper District

from modifying and reducing such obligation or from applying other relief which may reduce the burden on Pumpers. Without limitation upon the power of Upper District to otherwise reduce the aggregate amount payable under this contract, the following specific instances of changed conditions are contemplated:

(a) Allocation of Portion of Burden to Taxes.

It may at some future date appear equitable and fair to allocate all or a portion of Contract Costs to ad valorem taxes or other revenues of Upper District. In such event, Upper District may, in the discretion of its Board of Directors, allocate all or a portion of Contract Costs to such revenue sources and the remainder, if any, thereof, shall be payable under the terms of this contract.

ed.

(b) Imposition of Pump Tax. If Upper District should acquire and exercise the right to levy a tax upon the pumping or extraction of ground water, then the aggregate of such tax shall be credited proportionally amongst Pumpers with respect to Assessable Pumpage within Upper District.

(c) Adjudication of Rights. If all or substantially all of the water rights within Upper Area shall be adjudicated (including the rights of all Pumpers), and its natural and safe yield

determined, then this contract shall be deemed modified to the extent that Assessable Pumpage shall include only that amount of water produced over and above the safe yield portion of adjudicated rights owned by any Pumper; provided that this subparagraph (c) shall not apply to any year in which the aggregate of all Assessable Pumpage as so modified is less than 25,000 acre feet.

12. Effective Date. This contract shall be effective ten (10) days after notice in writing of execution thereof by all parties, which notice shall be given to all Pumpers by Upper District, but shall cease and terminate on July 1, 1966, unless by said date (a) this contract shall have been validated as provided below, and (b) the Judgment shall have been rendered.

ed. 13. Validation. Within four months after this contract becomes effective, a proceeding or proceedings shall be instituted by Upper District in a court of competent jurisdiction by an appropriate action or actions for determination of the validity of this contract.

14. Term. The term of this contract shall commence upon its effective date and continue so long as the Judgment, as entered or as modified, shall remain in effect, subject, however, to the provisions of Paragraph 12 above.

15. Notices. Any notice to be served upon any party hereunder may be served either personally or by mail. If served by mail, such notice shall be mailed in the County of Los Angeles, State of California, by certified mail, postage prepaid, return receipt requested, or by registered mail, and shall be addressed to the party to be served at its address as set forth below, or (in the case of Upper District) at such other address as it may have last specified in writing to the Pumper or Pumpers involved for the service of notices hereunder, or (in the case of a Pumper) at such other address as it may have last specified in writing to Upper District for the service of notices hereunder. Any notice so served by mail shall be deemed to have been served upon the first business day (excluding Saturdays, Sundays and holidays) after such mailing.

ed.

16. Additional Parties. In addition to Pumpers and their successors and assigns referred to in Paragraph 17 below, any other person or entity who or which shall pump or extract water in or from Upper Area (herein referred to as an "additional party"), may become a party to this contract, provided (a) Upper District shall give its written consent thereto, and (b) no Pumper or additional party shall serve upon Upper District its written objection thereto. If Upper District shall give its written consent to execution of this contract by an applying additional party, it shall

then give written notice of such application and consent by Upper District to each Pumper and each additional party, and if within thirty (30) days after such notice no Pumper or additional party shall have served upon Upper District its written objection to execution of this contract by the applying additional party, such additional party's application shall be deemed to have been accepted and it may become a party to this contract by delivery to Upper District of a duly executed instrument in writing stating that such person or entity joins in and becomes a party to this contract.

Any additional party so joining shall become bound by all obligations of this contract, becoming due or which should be performed within the terms of this contract on and after the ensuing January 1. Such obligations include the duty to make the report of extractions during the preceding calendar year (i.e., the year in which the contract is executed) required by Paragraph 6, and to make the payment based upon such extractions as required by Paragraph 5, provided, however, that such additional party shall have no liability under Paragraph 8 with respect to any nonpayments of an assessment based upon extractions by a Pumper or other additional party prior to the year in which such additional party joins in this contract.

As to each Pumper who executes this contract after it becomes effective, Upper District agrees that for a

period of 90 days after giving its said written consent, it will bring no action against such additional party to limit or define its rights to pump water in or from Upper Area. Further, if more than one such Pumper shall become a party to this agreement at the same time as any other pumper, each will execute and shall be deemed to have executed this contract and to have joined therein in consideration of the joinder in this contract by the other or others concurrently joining in this contract.

Any such additional party shall be deemed a Pumper for all purposes of this agreement.

17. Successors and Assigns. This contract shall inure to the benefit of and bind the successors in ownership of the water rights of the parties. If any Pumper shall sell or transfer or agree to sell or transfer its water rights in Upper Area or any part of such water rights, such Pumper shall require as a condition of any such sale, transfer or agreement that the purchaser or transferee, if not already a party to this contract, shall execute this contract and become a party thereto. Upon a full transfer of such rights by a Pumper and assumption by the assignee as above provided, the assigning Pumper shall be discharged of obligation hereunder. If such Pumper fails to obtain such assumption (except in cases of a transfer under order of court or by operation of law) the assigning Pumper shall



remain bound by the contract and production of water by said assignee by the exercise of the right assigned shall be treated as production by such Pumper.

18. Execution in Counterparts. This contract may be executed in counterparts (each counterpart being an exact copy or duplicate of the original) and all counterparts collectively shall be considered as constituting one complete contract.

IN WITNESS WHEREOF this contract is executed by the undersigned by its duly authorized officer.

Dated: \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
By \_\_\_\_\_

By \_\_\_\_\_

ed.

## **APPENDIX H**

### **MAIN SAN GABRIEL BASIN JUDGMENT**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

UPPER SAN GABRIEL VALLEY  
MUNICIPAL WATER DISTRICT

Plaintiff,

vs.

CITY OF ALHAMBRA, et al,

Defendants.

---

No. 924128

AMENDED JUDGMENT  
(and Exhibits Thereto),

Honorable Florence T. Pickard  
Assigned Judge Presiding

Original Judgment  
Signed and Filed: December 29, 1972;  
Entered: January 4, 1973  
Book 6741, Page 197

JUDGMENT AS AMENDED AUGUST 24, 1989

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8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
9

10 UPPER SAN GABRIEL VALLEY )  
MUNICIPAL WATER DISTRICT, )  
11 )  
Plaintiff, )  
12 )  
13 vs. )  
14 CITY OF ALHAMBRA, et al., )  
15 Defendants. )  
16 \_\_\_\_\_ )  
17  
18  
19  
20  
21  
22  
23  
24

No. 924128

AMENDED JUDGMENT

(And Exhibits Thereto)

25 HONORABLE FLORENCE T. PICKARD

26 Assigned Judge Presiding

27 DEPARTMENT 38

28 August 24, 1989

AMENDED JUDGMENT  
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## EXHIBITS

27	"A" -- Map entitled "San Gabriel River Watershed
28	Tributary to Whittier Narrows"

1	<u>Exhibits Continued</u>
2	"B" -- Boundaries of Relevant Watershed
3	"C" -- Table Showing Base Annual Diversion Rights
4	of Certain Diverters
5	"D" -- Table Showing Rights and Pumper's Share of Each Pumper
6	"E" -- Table Showing Production Rights of Each
7	Integrated Producer
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9	"G" -- Table Showing Non-consumptive Users
10	"H" -- Watermaster Operating Criteria
11	"J" -- Puente Narrows Agreement
12	"K" -- Overlying Rights
13	"L" -- List of Producers and Their Designees (New)
14	"M" -- Watermaster Members, Officers, and Staff Including
15	Calendar Year 1989 (New)
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8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
9

10	UPPER SAN GABRIEL VALLEY	)	
	MUNICIPAL WATER DISTRICT,	)	No. 924128
11		)	
	Plaintiff,	)	AMENDED JUDGMENT
12		)	
		)	
13	vs.	)	
		)	
14	CITY OF ALHAMBRA, et al.,	)	
		)	
15	Defendants.	)	Hearing: August 24, 1989
16		)	Department 38, 9:00 A.M.

17 The Petition of the MAIN SAN GABRIEL BASIN WATERMASTER  
18 for this AMENDED JUDGMENT herein, came on regularly for hearing  
19 in this Court before the HONORABLE FLORENCE T. PICKARD, ASSIGNED  
20 JUDGE PRESIDING, on August 24, 1989; Ralph B. Helm appeared as  
21 attorney for Watermaster - Petitioner; and good cause appearing,  
22 the following ORDER and AMENDED JUDGMENT are, hereby, made:

23 I. INTRODUCTION

24 1. Pleadings, Parties, and Jurisdiction. The complaint  
25 herein was filed on January 2, 1968, seeking an adjudication of  
26 water rights. By amendment of said complaint and dismissals of  
27 certain parties, said adjudication was limited to the Main San  
28 Gabriel Basin and its Relevant Watershed. Substantially all

1 defendants and the cross-defendant have appeared herein, certain  
2 defaults have been entered, and other defendants dismissed.  
3 By the pleadings herein and by Order of this Court, the issues  
4 have been made those of a full inter se adjudication of water  
5 rights as between each and all of the parties. This Court has  
6 jurisdiction of the subject matter of this action and of the  
7 parties herein.

8 2. Stipulation for Entry of Judgment. A substantial  
9 majority of the parties, by number and by quantity of rights  
10 herein Adjudicated, Stipulated for entry of a Judgment in  
11 substantially the form of the original Judgment herein.

12 3. Lis Pendens. (New) A Lis Pendens was recorded August  
13 20, 1970, as Document 2650, in Official Records of Los Angeles  
14 County, California, in Book M 3554, Page 866.

15 4. Findings and Conclusions. (Prior Judgment Section 3)  
16 Trial was had before the Court, sitting without a jury, John  
17 Shea, Judge Presiding, commencing on October 30, 1972, and  
18 Findings of Fact and Conclusions of Law have been entered  
19 herein.

20 5. Judgment. (New) Judgment (and Exhibits Thereto),  
21 Findings of Fact and Conclusions of Law (and Exhibits thereto),  
22 Order Appointing Watermaster, and Initial Watermaster Order were  
23 signed and filed December 29, 1972, and Judgment was entered  
24 January 4, 1973, in Book 6791, Page 197.

25 6. Intervention After Judgment. (New) Certain defendants  
26 have, pursuant to the Judgment herein and the Court's continuing  
27 jurisdiction, intervened and appeared herein after entry of  
28 Judgment.

1           7. Amendments to Judgment. (New) The original Judgment  
2 herein was previously amended on March 29, 1979, by: (1) adding  
3 definition (r [1]) thereto, (2) amending definition (bb)  
4 therein, (3) adding Exhibit "K" thereto, (4) adding Sections  
5 14.5 and 16.5 thereto, and (5) amending Sections 37(b), 37(c),  
6 37(d), and Section 47 therein; it was again amended on December  
7 21, 1979, by amending Section 38(c) thereof; again amended on  
8 February 21, 1980, by amending Section 24 thereof; again amended  
9 on September 12, 1980, by amending Sections 35(a), 37(a), and  
10 38(a); again amended on December 22, 1987, by adding Section  
11 37(e) thereto; and last amended on July 22, 1988 by amending  
12 Section 37(e) thereof and Ordering an Amended Judgment herein.

13           8. Transfers. (New) Since the entry of Judgment herein  
14 there have been numerous transfers of Adjudicated water rights.  
15 To the date hereof, said transfers are reflected in Exhibits  
16 "C", "D", and "E".

17           9. Producers and Their Designees. (New) The current  
18 status of Producers and their Designees is shown on Exhibit "L".

19           10. Definitions. (Prior Judgment Section 4) As used in  
20 this Judgment, the following terms shall have the meanings  
21 herein set forth:

22               (a) Base Annual Diversion Right -- The average annual  
23 quantity of water which a Diverter is herein found to have the  
24 right to Divert for Direct Use.

25               (b) Direct Use --Beneficial use of water other than  
26 for spreading or Ground Water recharge.

27               (c) Divert or Diverting -- To take waters of any  
28 surface stream within the Relevant Watershed.

- 1 (d) Diverter -- Any party who Diverts.
- 2 (e) Elevation -- Feet above mean sea level.
- 3 (f) Fiscal Year -- A period July 1 through June 30,
- 4 following.
- 5 (g) Ground Water -- Water beneath the surface of the
- 6 ground and within the zone of saturation.
- 7 (h) Ground Water Basin -- An interconnected permeable
- 8 geologic formation capable of storing a substantial Ground Water
- 9 supply.
- 10 (i) Integrated Producer -- Any party that is both a
- 11 Pumper and a Diverter, and has elected to have its rights
- 12 adjudicated under the optional formula provided in Section 18 of
- 13 this Judgment.
- 14 (j) In-Lieu Water Cost -- The differential between a
- 15 Producer's non-capital cost of direct delivery of Supplemental
- 16 Water and the cost of Production of Ground Water (including
- 17 depreciation on Production facilities) to a particular Producer
- 18 who has been required by Watermaster to take direct delivery of
- 19 Supplemental Water in lieu of Ground Water.
- 20 (k) Key Well -- Baldwin Park Key Well, being elsewhere
- 21 designated as State Well No. 1S/10W-7R2, or Los Angeles County
- 22 Flood Control District Well No. 3030-F. Said well has a ground
- 23 surface Elevation of 386.7.
- 24 (l) Long Beach Case -- Los Angeles Superior Court
- 25 Civil Action No. 722647, entitled, "Long Beach, et al., v. San
- 26 Gabriel Valley Water Company, et al."
- 27 (m) Main San Gabriel Basin or Basin -- The Ground
- 28 Water Basin underlying the area shown as such on Exhibit "A".

1           (n) Make-up Obligation -- The total cost of meeting  
2 the obligation of the Basin to the area at or below Whittier  
3 Narrows, pursuant to the Judgment in the Long Beach Case.

4           (o) Minimal Producer -- Any party whose Production in  
5 any Fiscal Year does not exceed five (5) acre feet.

6           (p) Natural Safe Yield -- The quantity of natural water  
7 supply which can be extracted annually from the Basin under  
8 conditions of long term average annual supply, net of the  
9 requirement to meet downstream rights as determined in the Long  
10 Beach Case (exclusive of Pumped export), and under cultural  
11 conditions as of a particular year.

12           (q) Operating Safe Yield -- The quantity of water  
13 which the Watermaster determines hereunder may be Pumped from  
14 the Basin in a particular Fiscal Year, free of the Replacement  
15 Water Assessment under the Physical Solution herein.

16           (r) Overdraft -- A condition wherein the total annual  
17 Production from the Basin exceeds the Natural Safe Yield  
18 thereof.

19           (s) Overlying Rights -- (Prior Judgment Section  
20 4 (r) [1]) The right to Produce water from the Basin for use  
21 on Overlying Lands, which rights are exercisable only on  
22 specifically defined Overlying Lands and which cannot be  
23 separately conveyed or transferred apart therefrom.

24           (t) Physical Solution -- (Prior Judgment Section 4  
25 (s)) The Court decreed method of managing the waters of the  
26 Basin so as to achieve the maximum utilization of the Basin and  
27 its water supply, consistent with the rights herein declared.

28           (u) Prescriptive Pumping Right -- (Prior Judgment



1 Section 4 (t)) The highest continuous extractions of water by  
2 a Pumper from the Basin for beneficial use in any five (5)  
3 consecutive years after commencement of Overdraft and prior to  
4 filing of this action, as to which there has been no cessation  
5 of use by that Pumper during any subsequent period of five (5)  
6 consecutive years, prior to the said filing of this action.

7 (v) Produce or Producing -- (Prior Judgment Section 4  
8 (u)) To Pump or Divert water.

9 (w) Producer -- (Prior Judgment Section 4 (v)) A  
10 party who Produces water.

11 (x) Production -- (Prior Judgment Section 4 (w)) The  
12 annual quantity of water Produced, stated in acre feet.

13 (y) Pump or Pumping -- (Prior Judgment Section 4  
14 (x)) To extract Ground Water from the Basin by Pumping or any  
15 other method.

16 (z) Pumper -- (Prior Judgment Section 4 (y)) Any  
17 party who Pumps water.

18 (aa) Pumper's Share -- (Prior Judgment Section 4 (z))  
19 A Pumper's right to a percentage of the entire Natural Safe  
20 Yield, Operating Safe Yield and appurtenant Ground Water  
21 storage.

22 (bb) Relevant Watershed -- (Prior Judgment Section  
23 4(aa)) That portion of the San Gabriel River watershed  
24 tributary to Whittier Narrows which is shown as such on Exhibit  
25 "A", and the exterior boundaries of which are described in  
26 Exhibit "B".

27 (cc) Replacement Water -- (Prior Judgment Section 4  
28 (bb)) Water purchased by Watermaster to replace:

1 (1) Production in excess of a Pumper's Share of Operating Safe  
2 Yield; (2) The consumptive use portion resulting from the  
3 exercise of an Overlying Right; and (3) Production in excess of  
4 a Diverter's right to Divert for Direct Use.

5 (dd) Responsible Agency -- (Prior Judgment Section 4  
6 (cc)) The municipal water district which is the normal and  
7 appropriate source from whom Watermaster shall purchase  
8 Supplemental Water for replacement purposes under the Physical  
9 Solution, being one of the following:

10 (1) Upper District -- Upper San Gabriel  
11 Valley Municipal Water District, a member public agency of  
12 The Metropolitan Water District of Southern California  
13 (MWD).

14 (2) San Gabriel District -- San Gabriel Valley  
15 Municipal Water District, which has a direct contract with  
16 the State of California for State Project Water.

17 (3) Three Valleys District -- Three Valleys  
18 Municipal Water District, formerly, "Pomona Valley  
19 Municipal Water District", a member public agency of MWD.

20 (ee) Stored Water -- (Prior Judgment Section 4 (dd))  
21 Supplemental Water stored in the Basin pursuant to a contract  
22 with Watermaster as authorized by Section 34(m).

23 (ff) Supplemental Water -- (Prior Judgment Section 4  
24 (ee)) Nontributary water imported through a Responsible Agency.

25 (gg) Transporting Parties -- (Prior Judgment Section 4  
26 (ff)) Any party presently transporting water (i.e., during the  
27 12 months immediately preceding the making of the findings  
28 herein) from the Relevant Watershed or Basin to an area outside

1     thereof, and any party presently or hereafter having an interest  
2     in lands or having a service area outside the Basin or Relevant  
3     Watershed contiguous to lands in which it has an interest or a  
4     service area within the Basin or Relevant Watershed. Division  
5     by a road, highway, or easement shall not interrupt contiguity.  
6     Said term shall also include the City of Sierra Madre, or any  
7     party supplying water thereto, so long as the corporate limits  
8     of said City are included within one of the Responsible Agencies  
9     and if said City, in order to supply water to its corporate area  
10    from the Basin, becomes a party to this action bound by this  
11    Judgment.

12           (hh) Water Level -- (Prior Judgment Section 4 (gg))  
13    The measured Elevation of water in the Key Well, corrected for  
14    any temporary effects of mounding caused by replenishment or  
15    local depressions caused by Pumping.

16           (ii) Year -- (Prior Judgment Section 4 (hh)) A  
17    calendar year, unless the context clearly indicates a contrary  
18    meaning.

19           11. Exhibits. (Prior Judgment Section 5) The following  
20    exhibits are attached to this Judgment and incorporated herein  
21    by this reference:

22           Exhibit "A" -- Map entitled "San Gabriel River  
23    Watershed Tributary to Whittier Narrows", showing the  
24    boundaries and relevant geologic and hydrologic features in  
25    the portion of the watershed of the San Gabriel River lying  
26    upstream from Whittier Narrows.

27           Exhibit "B" -- Boundaries of Relevant Watershed.

28           Exhibit "C" -- Table Showing Base Annual Diversion

1 Rights of Certain Diverters.

2 Exhibit "D" -- Table Showing Prescriptive Pumping  
3 Rights and Pumper's Share of Each Pumper.

4 Exhibit "E" -- Table Showing Production Rights of Each  
5 Integrated Producer.

6 Exhibit "F" -- Table Showing Special Category Rights.

7 Exhibit "G" -- Table Showing Non-consumptive Users.

8 Exhibit "H" -- Watermaster Operating Criteria.

9 Exhibit "J" -- Puente Narrows Agreement.

10 Exhibit "K" -- Overlying Rights, Nature of Overlying  
11 Right, Description of Overlying Lands to which Overlying  
12 Rights are Appurtenant, Producers Entitled to Exercise  
13 Overlying Rights and their Respective Consumptive Use  
14 Portions, and Map of Overlying Lands.

15 Exhibit "L" -- (New) List of Producers And Their  
16 Designees, as of June 1988.

17 Exhibit "M" -- (New) Watermaster Members, Officers  
18 and Staff, Including Calendar Year 1989.

19 II. DECREE

20 NOW, THEREFORE, IT IS HEREBY DECLARED, ORDERED, ADJUDGED  
21 AND DECREED:

22 A. DECLARATION OF HYDROLOGIC CONDITIONS

23 12. Basin as Common Source of Supply. (Prior Judgment  
24 Section 6) The area shown on Exhibit "A" as Main San Gabriel  
25 Basin overlies a Ground Water basin. The Relevant Watershed is  
26 the watershed area within which rights are herein adjudicated.  
27 The waters of the Basin and Relevant Watershed constitute a  
28 common source of natural water supply to the parties herein.

1        13. Determination of Natural Safe Yield. (Prior Judgment  
2 Section 7) The Natural Safe Yield of the Main San Gabriel Basin  
3 is found and declared to be one hundred fifty-two thousand  
4 seven-hundred (152,700) acre feet under Calendar Year 1967  
5 cultural conditions.

6        14. Existence of Overdraft. (Prior Judgment Section 8)  
7 In each and every Calendar Year commencing with 1953, the Basin  
8 has been and is in Overdraft.

9                                B. DECLARATION OF RIGHTS

10        15. Prescription. (Prior Judgment Section 9) The use of  
11 water by each and all parties and their predecessors in interest  
12 has been open, notorious, hostile, adverse, under claim of  
13 right, and with notice of said overdraft continuously from  
14 January 1, 1953 to January 4, 1973. The rights of each party  
15 herein declared are prescriptive in nature. The following  
16 aggregate consequences of said prescription within the Basin and  
17 Relevant Watershed are hereby declared:

18                (a) Prior Prescription. Diversions within the  
19 Relevant Watershed have created rights for direct  
20 consumptive use within the Basin, as declared and  
21 determined in Sections 16 and 18 hereof, which are of  
22 equal priority inter se, but which are prior and paramount  
23 to Pumping Rights in the Basin.

24                (b) Mutual Prescription. The aggregate Prescriptive  
25 Pumping Rights of the parties who are Pumpers now exceed,  
26 and for many years prior to filing of this action, have  
27 exceeded, the Natural Safe Yield of the Basin. By reason  
28 of said condition, all rights of said Pumpers are declared

1 to be mutually prescriptive and of equal priority, inter  
2 se.

3 (c) Common Ownership of Safe Yield and Incidents  
4 Thereeto. By reason of said Overdraft and mutual Pre-  
5 scription, the entire Natural Safe Yield of the Basin, the  
6 Operating Safe Yield thereof and the appurtenant rights to  
7 Ground Water storage capacity of the Basin are owned by  
8 Pumpers in undivided Pumpers' Shares as hereinafter  
9 individually declared, subject to the control of  
10 Watermaster, pursuant to the Physical Solution herein  
11 decreed. Nothing herein shall be deemed in derogation of  
12 the rights to spread water pursuant to rights set forth in  
13 Exhibit "G".

14 16. Surface Rights. (Prior Judgment Section 10) Certain  
15 of the aforesaid prior and paramount prescriptive water rights  
16 of Diverters to Divert for Direct Use stream flow within the  
17 Relevant Watershed are hereby declared and found in terms of  
18 Base Annual Diversion Right as set forth in Exhibit "C". Each  
19 Diverter shown on Exhibit "C" shall be entitled to Divert for  
20 Direct Use up to two hundred percent (200%) of said Base Annual  
21 Diversion Right in any one (1) Fiscal Year; provided that the  
22 aggregate quantities of water Diverted in any consecutive ten  
23 (10) Fiscal Year period shall not exceed ten (10) times such  
24 Diverter's Base Annual Diversion Right.

25 17. Ground Water Rights. (Prior Judgment Section 11) The  
26 Prescriptive Pumping Right of each Pumper, who is not an  
27 Integrated Producer, and his Pumper's Share are declared as set  
28 forth in Exhibit "D".

1       18. Optional Integrated Production Rights. (Prior  
2 Judgment Section 12) Those parties listed on Exhibit "E" have  
3 elected to be treated as Integrated Producers. Integrated  
4 Production Rights have two (2) historical components:

5           (1) a fixed component based upon historic  
6 Diversions for Direct Use; and

7           (2) a mutually prescriptive Pumper's Share  
8 component based upon Pumping during the period 1953 through  
9 1967.

10 Assessment and other Watermaster regulation of the rights of  
11 such parties shall relate to and be based upon each such  
12 component. So far as future exercise of such rights is  
13 concerned, however, the gross quantity of the aggregate right in  
14 any Fiscal Year may be exercised, in the sole discretion of such  
15 party, by either Diversion or Pumping or any combination or  
16 apportionment thereof; provided, that for Assessment purposes  
17 the first water Produced in any Fiscal Year (other than "carry-  
18 over", under Section 49 hereof) shall be deemed an exercise of  
19 the Diversion component, and any Production over said quantity  
20 shall be deemed Pumped water, regardless of the actual method of  
21 Production.

22       19. Special Category Rights. (Prior Judgment Section 13)  
23 The parties listed on Exhibit "F" have water rights in the  
24 Relevant Watershed which are not ordinary Production rights.  
25 The nature of each such right is as described in Exhibit "F".

26       20. Non-consumptive Practices. (Prior Judgment Section  
27 14) Certain Producers have engaged in Water Diversion and  
28 spreading practices which have caused such Diversions to have a

1 non-consumptive or beneficial impact upon the aggregate water  
2 supply available in the Basin. Said parties, and a statement of  
3 the nature of their rights, uses and practices, are set forth in  
4 Exhibit "G". The Physical Solution decreed herein, and  
5 particularly its provisions for Assessments, shall not apply to  
6 such non-consumptive uses. Watermaster may require reports on  
7 the operations of said parties.

8 21. Overlying Rights. (Prior Judgment Section 14.5)  
9 Producers listed in Exhibit "K" hereto were not parties herein  
10 at the time of the original entry of Judgment herein. They have  
11 exercised in good faith Overlying Rights to Produce water from  
12 the Basin during the periods subsequent to the entry of Judgment  
13 herein and have by self-help initiated or maintained appurtenant  
14 Overlying Rights. Such rights are exercisable without  
15 quantitative limit only on specifically described Overlying Land  
16 and cannot be separately conveyed or transferred apart  
17 therefrom. As to such rights and their exercise, the owners  
18 thereof shall become parties to this action and be subject to  
19 Watermaster Replacement Water Assessments under Section 45 (b)  
20 hereof, sufficient to purchase Replenishment Water to offset the  
21 net consumptive use of such Production and practices. In  
22 addition, the gross amount of such Production for such overlying  
23 use shall be subject to Watermaster Administrative Assessments  
24 under Section 45 (a) hereof and the consumptive use portion of  
25 such Production for overlying use shall be subject to  
26 Watermaster's In-Lieu Water Cost Assessments under Section  
27 45 (d) hereof. The Producers presently entitled to exercise  
28 Overlying Rights, a description of the Overlying Land to which



1 Overlying Rights are appurtenant, the nature of use and the  
2 consumptive use portion thereof are set forth in Exhibit "K"  
3 hereto. Watermaster may require reports and make inspections of  
4 the operations of said parties for purposes of verifying the  
5 uses set forth in said Exhibit "K", and, in the event of a  
6 material change, to redetermine the net amount of consumptive  
7 use by such parties as changed in the exercise of such Overlying  
8 Rights. Annually, during the first two (2) weeks of June in  
9 each Calendar Year, such Overlying Rights Producers shall submit  
10 to Watermaster a verified statement as to the nature of the then  
11 current uses of said Overlying Rights on said Overlying Lands  
12 for the next ensuing Fiscal Year, whereupon Watermaster shall  
13 either affirm the prior determination or redetermine the net  
14 amount of the consumptive use portion of the exercise of such  
15 Overlying Right by said Overlying Rights Producer.

16 C. INJUNCTION

17 22. Injunction Against Unauthorized Production. (Prior  
18 Judgment Section 15) Effective July 1, 1973, each and every  
19 party, its officers, agents, employees, successors and assigns,  
20 to whom rights to waters of the Basin or Relevant Watershed have  
21 been declared and decreed herein is **ENJOINED AND RESTRAINED** from  
22 Producing water for Direct Use from the Basin or the Relevant  
23 Watershed except pursuant to rights and Pumpers' Shares herein  
24 decreed or which may hereafter be acquired by transfer pursuant  
25 to Section 55, or under the provisions of the Physical Solution  
26 in this Judgment and the Court's continuing jurisdiction,  
27 provided that no party is enjoined from Producing up to five (5)  
28 acre feet per Fiscal Year.

1           23. Injunction re Non-consumptive Uses. (Prior Judgment  
2 Section 16) Each party listed in Exhibit "G", its officers,  
3 agents, employees, successors and assigns, is ENJOINED AND  
4 RESTRAINED from materially changing said non-consumptive method  
5 of use.

6           24. Injunction Re Change in Overlying Use Without Notice  
7 Thereof To Watermaster. (Prior Judgment Section 16.5) Each  
8 party listed in Exhibit "K", its officers, agents, employees,  
9 successors and assigns, is ENJOINED AND RESTRAINED from  
10 materially changing said overlying uses at any time without  
11 first notifying Watermaster of the intended change of use, in  
12 which event Watermaster shall promptly redetermine the  
13 consumptive use portion thereof to be effective after such  
14 change.

15           25. Injunction Against Unauthorized Recharge. (Prior  
16 Judgment Section 17) Each party, its officers, agents,  
17 employees, successors and assigns, is ENJOINED AND RESTRAINED  
18 from spreading, injecting or otherwise recharging water in the  
19 Basin except pursuant to: (a) an adjudicated non-consumptive  
20 use, or (b) consent and approval of or Cyclic Storage Agreement  
21 with Watermaster, or (c) subsequent order of this Court.

22           26. Injunction Against Transportation From Basin or  
23 Relevant Watershed. (Prior Judgment Section 18) Except upon  
24 further order of Court, all parties, other than Transporting  
25 Parties and MWD in its exercise of its Special Category Rights,  
26 to the extent authorized therein, are ENJOINED AND RESTRAINED  
27 from transporting water hereafter Produced from the Relevant  
28 Watershed or Basin outside the areas thereof. For purposes of

1 this Section, water supplied through a city water system which  
2 lies chiefly within the Basin shall be deemed entirely used  
3 within the Basin. Transporting Parties are entitled to continue  
4 to transport water to the extent that any Production of water by  
5 any such party does not violate the injunctive provisions  
6 contained in Section 22 hereof; provided that said water shall  
7 be used within the present service areas or corporate or other  
8 boundaries and additions thereto so long as such additions are  
9 contiguous to the then existing service area or corporate or  
10 other boundaries; except that a maximum of ten percent (10%) of  
11 use in any Fiscal Year may be outside said then existing service  
12 areas or corporate or other boundaries.

13 D. CONTINUING JURISDICTION

14 27. Jurisdiction Reserved. (Prior Judgment Section 19)  
15 Full jurisdiction, power and authority are retained by and  
16 reserved to the Court for purposes of enabling the Court upon  
17 application of any party or of the Watermaster, by motion and  
18 upon at least thirty (30) days notice thereof, and after hearing  
19 thereon, to make such further or supplemental orders or  
20 directions as may be necessary or appropriate for interim  
21 operation before the Physical Solution is fully operative, or  
22 for interpretation, enforcement or carrying out of this  
23 Judgment, and to modify, amend or amplify any of the provisions  
24 of this Judgment or to add to the provisions thereof consistent  
25 with the rights herein decreed. Provided, that nothing in this  
26 paragraph shall authorize:

27 (1) modification or amendment of the quantities  
28 specified in the declared rights of any party;

1 (2) modification or amendment of the manner of  
2 exercise of the Base Annual Diversion Right or Integrated  
3 Production Right of any party; or

4 (3) the imposition of an injunction prohibiting  
5 transportation outside the Relevant Watershed or Basin as  
6 against any Transporting Party transporting in accordance  
7 with the provisions of this Judgment or against MWD as to  
8 its Special Category Rights.

9 E. WATERMASTER

10 28. Watermaster to Administer Judgment. (Prior Judgment  
11 Section 20) A Watermaster comprised of nine (9) persons, to be  
12 nominated as hereinafter provided and appointed by the Court,  
13 shall administer and enforce the provisions of this Judgment and  
14 any subsequent instructions or orders of the Court thereunder.

15 29. Qualification, Nomination and Appointment. (Prior  
16 Judgment Section 21) The nine (9) member Watermaster shall be  
17 composed of six (6) Producer representatives and three (3)  
18 public representatives qualified, nominated and appointed as  
19 follows:

20 (a) Qualification. Any adult citizen of the State of  
21 California shall be eligible to serve on Watermaster;  
22 provided, however, that no officer, director, employee or  
23 agent of Upper District or San Gabriel District shall be  
24 qualified as a Producer member of Watermaster.

25 (b) Nomination of Producer Representatives. A  
26 meeting of all parties shall be held at the regular meeting  
27 of Watermaster in November of each year, at the offices of  
28 Watermaster. Nomination of the six (6) Producer

1 representatives shall be by cumulative voting, in person or  
2 by proxy, with each Producer entitled to one (1) vote for  
3 each one hundred (100) acre feet, or portion thereof, of  
4 Base Annual Diversion Right or Prescriptive Pumping Right  
5 or Integrated Production Right.

6 (c) Nomination of Public Representatives. On or  
7 before the regular meeting of Watermaster in November of  
8 each year, the three (3) public representatives shall be  
9 nominated by the boards of directors of Upper District  
10 (which shall select two [2]) and San Gabriel District  
11 (which shall select one [1]). Said nominees shall be  
12 members of the board of directors of said public districts.

13 (d) Appointment. All Watermaster nominations shall be  
14 promptly certified to the Court, which will in ordinary  
15 course confirm the same by an appropriate order appointing  
16 said Watermaster; provided, however, that the Court at all  
17 times reserves the right and power to refuse to appoint, or  
18 to remove, any member of Watermaster.

19 30. Term and Vacancies. (Prior Judgment Section 22) Each  
20 member of Watermaster shall serve for a one (1) year term  
21 commencing on January 1, following his appointment, or until his  
22 successor is appointed. In the event of a vacancy on  
23 Watermaster, a successor shall be nominated at a special meeting  
24 to be called by Watermaster within ninety (90) days (in the case  
25 of a Producer representative) or by action of the appropriate  
26 district board of directors (in the case of a public  
27 representative).

28 31. Quorum. (Prior Judgment Section 23) Five (5) members

1 of the Watermaster shall constitute a quorum for the transaction  
2 of affairs of the Watermaster. Action by the affirmative vote  
3 of five (5) members shall constitute action by Watermaster,  
4 except that the affirmative vote of six (6) members shall be  
5 required:

6 (a) to approve the purchase, spreading or injection of  
7 water for Ground Water recharge, or

8 (b) to enter in any Agreement pursuant to Section  
9 34 (m) hereof.

10 32. Compensation. (Prior Judgment Section 24) Each  
11 Watermaster member shall receive compensation of One Hundred  
12 Dollars (\$100.00) per day for each day's attendance at meetings  
13 of Watermaster or for each day's service rendered as a  
14 Watermaster member at the request of Watermaster, together with  
15 any expenses incurred in the performance of his duties required  
16 or authorized by Watermaster. No member of the Watermaster  
17 shall be employed by or compensated for professional services  
18 rendered by him to Watermaster, other than the compensation  
19 herein provided, and any authorized travel or related expense.

20 33. Organization. (Prior Judgment Section 25) At its  
21 first meeting in each year, Watermaster shall elect a chairman  
22 and a vice chairman from its membership. It shall also select a  
23 secretary, a treasurer and such assistant secretaries and  
24 assistant treasurers as may be appropriate, any of whom may, but  
25 need not be, members of Watermaster.

26 (a) Minutes. Minutes of all Watermaster meetings  
27 shall be kept which shall reflect all actions taken by  
28 Watermaster. Draft copies thereof shall be furnished to

1 any party who files a request therefor in writing with  
2 Watermaster. Said draft copies of minutes shall constitute  
3 notice of any Watermaster action therein reported; failure  
4 to request copies thereof shall constitute waiver of  
5 notice.

6 (b) Regular Meetings. Watermaster shall hold regular  
7 meetings at places and times to be specified in  
8 Watermaster's rules and regulations to be adopted by  
9 Watermaster. Notice of the scheduled or regular meetings  
10 of Watermaster and of any changes in the time or place  
11 thereof shall be mailed to all parties who shall have filed  
12 a request therefor in writing with Watermaster.

13 (c) Special Meetings. Special meetings of  
14 Watermaster may be called at any time by the chairman or  
15 vice chairman or by any three (3) members of Watermaster by  
16 written notice delivered personally or mailed to each  
17 member of Watermaster and to each party requesting notice,  
18 at least twenty-four (24) hours before the time of each  
19 such meeting in the case of personal delivery, and forty-  
20 eight (48) hours prior to such meeting in the case of mail.  
21 The calling notice shall specify the time and place of the  
22 special meeting and the business to be transacted at such  
23 meeting. No other business shall be considered at such  
24 meeting.

25 (d) Adjournments. Any meeting of Watermaster may be  
26 adjourned to a time and place specified in the order of  
27 adjournment. Less than a quorum may so adjourn from time  
28 to time. A copy of the order or notice of adjournment

1 shall be conspicuously posted on or near the door of the  
2 place where the meeting was held within twenty-four (24)  
3 hours after adoption of the order of adjournment.

4 34. Powers and Duties. (Prior Judgment Section 26)

5 Subject to the continuing supervision and control of the Court,  
6 Watermaster shall have and may exercise the following express  
7 powers, and shall perform the following duties, together with  
8 any specific powers, authority and duties granted or imposed  
9 elsewhere in this Judgment or hereafter ordered or authorized by  
10 the Court in the exercise of its continuing jurisdiction.

11 (a) Rules and Regulations. To make and adopt any and  
12 all appropriate rules and regulations for conduct of  
13 Watermaster affairs. A copy of said rules and regulations  
14 and any amendments thereof shall be mailed to all parties.

15 (b) Acquisition of Facilities. To purchase, lease,  
16 acquire and hold all necessary property and equipment;  
17 provided, however, that Watermaster shall not acquire any  
18 interest in real property in excess of year-to-year tenancy  
19 for necessary quarters and facilities.

20 (c) Employment of Experts and Agents. To employ such  
21 administrative personnel, engineering, geologic,  
22 accounting, legal or other specialized services and  
23 consulting assistants as may be deemed appropriate in  
24 the carrying out of its powers and to require appropriate  
25 bonds from all officers and employees handling Watermaster  
26 funds.

27 (d) Measuring Devices, etc. To cause parties,  
28 pursuant to uniform rules, to install and maintain in good



1 operating condition, at the cost of each party, such  
2 necessary measuring devices or meters as may be  
3 appropriate; and to inspect and test any such measuring  
4 device as may be necessary.

5 (e) Assessments. To levy and collect all Assessments  
6 specified in the Physical Solution.

7 (f) Investment of Funds. To hold and invest any and  
8 all funds which Watermaster may possess in investments  
9 authorized from time to time for public agencies in the  
10 State of California.

11 (g) Borrowing. To borrow in anticipation of receipt  
12 of Assessment proceeds an amount not to exceed the annual  
13 amount of Assessments levied but uncollected.

14 (h) Purchase of and Recharge with Supplemental Water.  
15 To purchase Supplemental Water and to introduce the same  
16 into the Basin for replacement or cyclic storage purposes,  
17 subject to the affirmative vote of six (6) members of  
18 Watermaster.

19 (i) Contracts. To enter into contracts for the  
20 performance of any administrative powers herein granted,  
21 subject to approval of the Court.

22 (j) Cooperation With Existing Agencies. To act  
23 jointly or cooperate with agencies of the United States and  
24 the State of California or any political subdivision,  
25 municipality or district to the end that the purposes of  
26 the Physical Solution may be fully and economically carried  
27 out. Specifically, in the event Upper District has  
28 facilities available and adequate to accomplish any of the

1 administrative functions of Watermaster, consideration  
2 shall be given to performing said functions under contract  
3 with Upper District in order to avoid duplication of  
4 facilities.

5 (k) Assumption of Make-up Obligation. Watermaster  
6 shall assume the Make-up Obligation for and on behalf of  
7 the Basin.

8 (m) Water Quality. Water quality in the Basin shall  
9 be a concern of Watermaster, and all reasonable steps shall  
10 be taken to assist and encourage appropriate regulatory  
11 agencies to enforce reasonable water quality regulations  
12 affecting the Basin, including regulation of solid and  
13 liquid waste disposal.

14 (n) Cyclic Storage Agreements. To enter into  
15 appropriate contracts, to be approved by the Court, for  
16 utilization of Ground Water storage capacity of the Basin  
17 for cyclic or regulatory storage of Supplemental Water by  
18 parties and non-parties, for subsequent recovery or  
19 Watermaster credit by the storing entity, pursuant to  
20 uniform rules and conditions, which shall include provision  
21 for:

22 (1) Watermaster control of all spreading or  
23 injection and extraction scheduling and procedures for  
24 such stored water;

25 (2) calculation by Watermaster of any special  
26 costs, damages or burdens resulting from such  
27 operations;

28 (3) determination by Watermaster of, and

1 accounting for, all losses in stored water, assuming  
2 that such stored water floats on top of the Ground  
3 Water supplies, and accounting for all losses of water  
4 which otherwise would have replenished the Basin, with  
5 priorities being established as between two or more  
6 such contractors giving preference to parties over  
7 non-parties; and

8 (4) payment to Watermaster for the benefit of the  
9 parties hereto of all special costs, damages or  
10 burdens incurred (without any charge, rent, assessment  
11 or expense as to parties hereto by reason of the  
12 adjudicated proprietary character of said storage  
13 rights, nor credit or offset for benefits resulting  
14 from such storage); provided, that no party shall have  
15 any direct interest in or control over such contracts  
16 or the operation thereof by reason of the adjudicated  
17 right of such party, the Watermaster having sole  
18 custody and control of all Ground Water storage rights  
19 in the Basin pursuant to the Physical Solution herein,  
20 and subject to review of the Court.

21 (o) Notice List. Maintain a current list of party  
22 designees to receive notice hereunder, in accordance with  
23 Section 54 hereof.

24 35. Policy Decisions -- Procedure. (Prior Judgment  
25 Section 27) It is contemplated that Watermaster will exercise  
26 discretion in making policy decisions relating to Basin  
27 management under the Physical Solution decreed herein. In order  
28 to assure full participation and opportunity to be heard for

1 those affected, no policy decision shall be made by Watermaster  
2 until thirty (30) days after the question involved has been  
3 raised for discussion at a Watermaster meeting and noted in the  
4 draft of minutes thereof.

5 36. Reports. (Prior Judgment Section 28) Watermaster  
6 shall annually file with the Court and mail to the parties a  
7 report of all Watermaster activities during the preceding year,  
8 including an audited statement of all accounts and financial  
9 activities of Watermaster, summary reports of Diversions and  
10 Pumping, and all other pertinent information. To the extent  
11 practical, said report shall be mailed to all parties on or  
12 before November 1.

13 37. Review Procedures. (Prior Judgment Section 29)  
14 Any action, decision, rule or procedure of Watermaster (other  
15 than a decision establishing Operating Safe Yield, see Section  
16 43[c]) shall be subject to review by the Court on its own motion  
17 or on timely motion for an Order to Show Cause by any party, as  
18 follows:

19 (a) Effective Date of Watermaster Action. Any order,  
20 decision or action of Watermaster shall be deemed to have  
21 occurred on the date that written notice thereof is mailed.  
22 Mailing of draft copies of Watermaster minutes to the  
23 parties requesting the same shall constitute notice to all  
24 such parties.

25 (b) Notice of Motion. Any party may, by a regularly  
26 noticed motion, petition the Court for review of said  
27 Watermaster's action or decision. Notice of such motion  
28 shall be mailed to Watermaster and all parties. Unless so

1 ordered by the Court, such petition shall not operate to  
2 stay the effect of such Watermaster action.

3 (c) Time for Motion. Notice of motion to review any  
4 Watermaster action or decision shall be served and filed  
5 within ninety (90) days after such Watermaster action or  
6 decision.

7 (d) De Novo Nature of Proceeding. Upon filing of such  
8 motion for hearing, the Court shall notify the parties of a  
9 date for taking evidence and argument, and shall review de  
10 novo the question at issue on the date designated. The  
11 Watermaster decision or action shall have no evidentiary  
12 weight in such proceeding.

13 (e) Decision. The decision of the Court in such  
14 proceeding shall be an appealable Supplemental Order in  
15 this case. When the same is final, it shall be binding  
16 upon the Watermaster and the parties.

#### 17 F. PHYSICAL SOLUTION

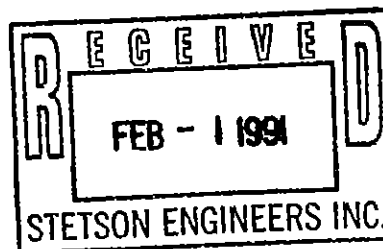
18 38. Purpose and Objective. (Prior Judgment Section 30)  
19 Consistent with the California Constitution and the decisions of  
20 the Supreme Court, the Court hereby adopts and **Orders** the  
21 parties to comply with this Physical Solution. The purpose and  
22 objective of these provisions is to provide a legal and  
23 practical means for accomplishing the most economic, long term,  
24 conjunctive utilization of surface, Ground Water, Supplemental  
25 Water and Ground Water storage capacity to meet the needs and  
26 requirements of the water users dependent upon the Basin and  
27 Relevant Watershed, while preserving existing equities.

28 39. Need for Flexibility. (Prior Judgment Section 31) In

1 Ralph B. Helm - Bar No. 022004  
2 4605 Lankershim Boulevard, #214  
3 North Hollywood, CA 91602

4 Telephone (818) 769-2002

5 Attorney for Watermaster - Petitioner



6  
7  
8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
9

10 UPPER SAN GABRIEL VALLEY	)	No. 924129
11 MUNICIPAL WATER DISTRICT,	)	
12 Plaintiff,	)	ORDER AMENDING JUDGMENT TO
13 vs.	)	EXPAND WATERMASTER'S POWERS
14 CITY OF ALHAMBRA, et al.,	)	TO INCLUDE MAINTENANCE,
15 Defendants.	)	IMPROVEMENT, AND CONTROL OF
	)	BASIN WATER QUALITY WITH
	)	ALLOWABLE FUNDING THROUGH
	)	IN-LIEU ASSESSMENTS
	)	Hearing: August 7, 1990
	)	Department 38, 9:15 A. M.

16  
17 The Petition of the Main San Gabriel Basin Watermaster  
18 (Watermaster) for Amendment to Judgment herein to expand its  
19 powers to include maintenance, improvement, and control of Basin  
20 water quality by controlling pumping in the Basin, with  
21 allowable funding for associated costs to be paid through its  
22 In-Lieu Assessments, was continued on July 31, 1990, to August  
23 7, 1990, when it duly and regularly came on for hearing, at 9:15  
24 o'clock A. M. in Department 38 of the above entitled Court, the  
25 Honorable FLORENCE T. PICKARD, Assigned Judge Presiding. Ralph  
26 B. Helm appeared as Attorney for Watermaster - Petitioner; Wayne  
27 K. Lemieux appeared for Defendant, San Gabriel Valley Municipal  
28 Water District, in support of the Petition; Fred Vendig, General

1 Counsel, Karen L. Tachiki, Assistant General Counsel, and  
2 Victor E. Gleason, Senior Deputy General Counsel, by Victor E.  
3 Gleason, appeared for Defendant, The Metropolitan Water District  
4 of Southern California, in support of the Petition; Timothy J.  
5 Ryan appeared for Defendant, San Gabriel Valley Water Company,  
6 in opposition to the Petition; Lagerlof, Senecal, Drescher &  
7 Swift, by H. Jess Senecal, appeared for Defendants, Calmat  
8 Company, Livingston-Graham, Owl Rock Products, AZ-Two, Inc., and  
9 Sully-Miller Contracting Company, in opposition to the Petition;  
10 Ira Reiner, Los Angeles County District Attorney, by Jan  
11 Chatten-Brown, Special Assistant to the District Attorney,  
12 appeared in opposition to the Petition; and Sarah F. Bates and  
13 Laurens H. Silver, by Sarah F. Bates, appeared on behalf of  
14 Amicus Curiae Sierra Club, in opposition to the Petition.

15       The Court acknowledged receipt and consideration of:  
16 letters in support of the Petition by the California Regional  
17 Water Quality Control Board - Los Angeles Region and by the  
18 State Water Resources Control Board; a copy of a letter  
19 addressed to the Attorney for Petitioner, from the US  
20 Environmental Protection Agency - Region IX, by Mark J.  
21 Klaiman, Assistant Regional Counsel, regarding several matters  
22 of federal law which EPA believed might ultimately affect the  
23 subject Petition; a letter in opposition to the Petition by East  
24 Valleys Organization; and a FAX communication to the Court, in  
25 opposition to the Petition, from Congressman Esteban E. Torres,  
26 which was not communicated to nor seen by the parties.

27       Members of the public, present in Court, were invited to,  
28 and did, present oral testimony during the hearing.

1 Under date of December 10, 1990 the Court entered its  
2 Intended Decision Re Amendment To Judgment and, by minute order  
3 duly entered and mailed to Counsel for Petitioner, ordered  
4 copies thereof mailed forthwith to all appearing parties,  
5 including those appearing as friends of the court, and to all  
6 other affected parties on the case's current mailing list.

7 A Proof Of Service by mail on December 13, 1990, Of  
8 Intended Decision Re Amendment To Judgment, as ordered, has been  
9 filed with the Court.

10 Opposition to Petitioner's Proposed Order were filed by  
11 Amicus Curiae Sierra Club, Amicus Curiae Los Angeles District  
12 Attorney, and by Producer Parties Calmat Co., Livingston-Graham,  
13 Owl Rock Products Company, AZ-Two, Inc., and Sully-Miller  
14 Contracting Company.

15 Proof being made to the satisfaction of the Court and good  
16 cause appearing:

17 IT IS, HEREBY, ORDERED:

18 1. That the Amended Judgment herein be further amended by  
19 amending Subsection (j) of Section 10 thereof, Definitions, and  
20 Section 40 thereof, Division F, Physical Solution, to read as  
21 follows:

22 "10 (j) In-Lieu Water Cost - - The differential between a  
23 particular Producer's cost of Watermaster directed produced,  
24 treated, blended, substituted, or Supplemental Water delivered  
25 or substituted to, for, or taken by, such Producer in-lieu of  
26 his cost of otherwise normally Producing a like amount of Ground  
27 Water from the Basin.

28 "40. Watermaster Control. (Prior Judgment Section 32)



1 In order to develop an adequate and effective program of Basin  
2 management, it is essential that Watermaster have broad  
3 discretion in the making of Basin management decisions within  
4 the ambit hereinafter set forth. The maintenance, improvement,  
5 and control of the water quality and quantity of the Basin,  
6 withdrawal and replenishment of supplies of the Basin and  
7 Relevant Watershed, and the utilization of the water resources  
8 thereof, must be subject to procedures established by  
9 Watermaster in implementation of the Physical Solution  
10 provisions of this Judgment. Both the quantity and quality of  
11 said water resource are thereby preserved and its beneficial  
12 utilization maximized.

13 "(a) Watermaster shall develop an adequate and effective  
14 program of Basin management. The maintenance, improvement, and  
15 control of the water quality and quantity of the Basin,  
16 withdrawal and replenishment of supplies of the Basin and  
17 Relevant Watershed, and the utilization of the water resources  
18 thereof, must be subject to procedures established by  
19 Watermaster in implementation of the Physical Solution  
20 provisions of this Judgment. All Watermaster programs and  
21 procedures shall be adopted only after a duly noticed public  
22 hearing pursuant to Sections 37 and 40 of the Amended Judgment  
23 herein.

24 "(b) Watermaster shall have the power to control pumping in  
25 the Basin by water Producers therein for Basin cleanup and water  
26 quality control so that specific well production can be directed  
27 as to a lesser amount, to total cessation, as to an increased  
28 amount, and even to require pumping in a new location in the

1 Basin. Watermaster's right to regulate pumping activities of  
2 Producers shall be subordinate to any conflicting Basin cleanup  
3 plan established by the EPA or other public governmental agency  
4 with responsibility for ground water management or clean up.

5 "(c) Watermaster may act individually or participate with  
6 others to carry on technical and other necessary investigations  
7 of all kinds and collect data necessary to carry out the herein  
8 stated purposes. It may engage in contractual relations with  
9 the EPA or other agencies in furtherance of the clean up of the  
10 Basin and enter into contracts with agencies of the United  
11 States, the State of California, or any political subdivision,  
12 municipality, or district thereof, to the extent allowed under  
13 applicable federal or state statutes. Any cooperative agreement  
14 between the Watermaster and EPA shall require the approval of  
15 the appropriate Agency(s) of the State of California.

16 "(d) For regulation and control of pumping activity in the  
17 Basin, Watermaster shall adopt Rules and Regulations and  
18 programs to promote, manage and accomplish clean up of the Basin  
19 and its waters, including, but not limited to, measures to  
20 confine, move, and remove contaminants and pollutants. Such  
21 Rules and Regulations and programs shall be adopted only after a  
22 duly Noticed Public Hearing by Watermaster and shall be subject  
23 to Court review pursuant to Section 37 of the Amended Judgment  
24 herein.

25 "(e) Watermaster shall determine whether funds from local,  
26 regional, state or federal agencies are available for regulating  
27 pumping and the various costs associated with, or arising from  
28 such activities. If no public funds are available from local,

1 regional, state, or federal agencies, the costs shall be  
2 obtained and paid by way of an In-Lieu Assessment by Watermaster  
3 pursuant to Section 10 (j) of the Amended Judgment herein.  
4 Provided such In-Lieu Assessments become necessary, the costs  
5 shall be borne by all Basin Producers.

6 "(f) Watermaster is a Court empowered entity with limited  
7 powers, created pursuant to the Court's Physical Solution  
8 Jurisdiction under Article X, Section 2 of the California  
9 Constitution. None of the Powers granted herein to Watermaster  
10 shall be construed as designating Watermaster a political  
11 subdivision of the State of California or authorizing  
12 Watermaster to act as 'lead agency' to administer the federal  
13 Superfund for clean up of the Basin."

14 2. This Amended Judgment shall continue in full force and  
15 effect as hereby Ordered and Amended.

16 Dated: January 29, 1991.

17  
18 /s/Florence T. Pickard  
19 FLORENCE T. PICKARD  
20 Judge of the Superior Court,  
21 Specially Assigned  
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1 order that Watermaster may be free to utilize both existing and  
2 new and developing technological, social and economic concepts  
3 for the fullest benefit of all those dependent upon the Basin,  
4 it is essential that the Physical Solution hereunder provide for  
5 maximum flexibility and adaptability. To that end, the Court  
6 has retained continuing jurisdiction to supplement the broad  
7 discretion herein granted to the Watermaster.

8 40. Watermaster Control. (Prior Judgment Section 32) In  
9 order to develop an adequate and effective program of Basin  
10 management, it is essential that Watermaster have broad  
11 discretion in the making of Basin management decisions within  
12 the ambit hereinafter set forth. Withdrawal and replenishment  
13 of supplies of the Basin and Relevant Watershed and the  
14 utilization of the water resources thereof, and of available  
15 Ground Water storage capacity, must be subject to procedures  
16 established by Watermaster in implementation of the provisions  
17 of this Judgment. Both the quantity and quality of said water  
18 resource are thereby preserved and its beneficial utilization  
19 maximized.

20 41. General Pattern of Contemplated Operation. (Prior  
21 Judgment Section 33) In general outline (subject to the  
22 specific provisions hereafter and to Watermaster Operating  
23 Criteria set forth in Exhibit "H"), Watermaster will determine  
24 annually the Operating Safe Yield of the Basin and will notify  
25 each Pumper of his share thereof, stated in acre feet per Fiscal  
26 Year. Thereafter, no party may Produce in any Fiscal Year an  
27 amount in excess of the sum of his Diversion Right, if any, plus  
28 his Pumper's Share of such Operating Safe Yield, or his

1 Integrated Production Right, or the terms of any Cyclic Storage  
2 Agreement, without being subject to Assessment for the purpose  
3 of purchasing Replacement Water. In establishing the Operating  
4 Safe Yield, Watermaster shall follow all physical, economic, and  
5 other relevant parameters provided in the Watermaster Operating  
6 Criteria. Watermaster shall have Assessment powers to raise  
7 funds essential to implement the management plan in any of the  
8 several special circumstances herein described in more detail.

9 42. Basin Operating Criteria. (Prior Judgment Section 34)  
10 Until further order of the Court and in accordance with the  
11 Watermaster Operating Criteria, Watermaster shall not spread  
12 Replacement Water when the water level at the Key Well exceeds  
13 Elevation two hundred fifty (250), and Watermaster shall spread  
14 Replacement Water, insofar as practicable, to maintain the water  
15 level at the Key Well above Elevation two hundred (200).

16 43. Determination of Operating Safe Yield. (Prior  
17 Judgment Section 35) Watermaster shall annually determine the  
18 Operating Safe Yield applicable to the succeeding Fiscal Year  
19 and estimate the same for the next succeeding four (4) Fiscal  
20 Years. In making such determination, Watermaster shall be  
21 governed in the exercise of its discretion by the Watermaster  
22 Operating Criteria. The procedures with reference to said  
23 determination shall be as follows:

24 (a) Preliminary Determination. On or before  
25 Watermaster's first meeting in April of each year,  
26 Watermaster shall make a Preliminary Determination of the  
27 Operating Safe Yield of the Basin for each of the  
28 succeeding five Fiscal Years. Said determination shall be

1 made in the form of a report containing a summary statement  
2 of the considerations, calculations and factors used by  
3 Watermaster in arriving at said Operating Safe Yield.

4 (b) Notice and Hearing. A copy of said Preliminary  
5 Determination and report shall be mailed to each Pumper and  
6 Integrated Producer at least ten (10) days prior to a  
7 hearing to be held at Watermaster's regular meeting in May,  
8 of each year, at which time objections or suggested  
9 corrections or modifications of said determinations shall  
10 be considered. Said hearing shall be held pursuant to  
11 procedures adopted by Watermaster.

12 (c) Watermaster Determination and Review Thereof.  
13 Within thirty (30) days after completion of said hearing,  
14 Watermaster shall mail to each Pumper and Integrated  
15 Producer a final report and determination of said Operating  
16 Safe Yield for each such Fiscal Year, together with a  
17 statement of the Producer's entitlement in each such Fiscal  
18 Year stated in acre feet. Any affected party, within  
19 thirty (30) days of mailing of notice of said Watermaster  
20 determination, may, by a regularly noticed motion, petition  
21 the Court for an Order to Show Cause for review of said  
22 Watermaster finding, and thereupon the Court shall hear  
23 such objections and settle such dispute. Unless so ordered  
24 by the Court, such petition shall not operate to stay the  
25 effect of said report and determination. In the absence of  
26 such review proceedings, the Watermaster determination  
27 shall be final.

28 44. Reports of Pumping and Diversion. (Prior Judgment

1 Section 36) Each party (other than Minimal Producers) shall  
2 file with the Watermaster quarterly, on or before the last day  
3 of January, April, July and October, a report on a form to be  
4 prescribed by Watermaster showing the total Pumping and  
5 Diversion (separately for Direct Use and for non-consumptive  
6 use, if any,) of such party during the preceding calendar  
7 quarter.

8 45. Assessments -- Purpose. (Prior Judgment Section 37)  
9 Watermaster shall have the power to levy and collect Assessments  
10 from the parties (other than Minimal Producers, non-consumptive  
11 users, or Production under Special Category Rights or Cyclic  
12 Storage Agreements) based upon Production during the preceding  
13 Fiscal Year. Said Assessments may be for one or more of the  
14 following purposes:

15 (a) Watermaster Administration Costs. Within thirty  
16 (30) days after completion of the hearing on the  
17 Preliminary Determination of the Operating Safe Yield of  
18 the Basin and Watermaster's determination thereof, pursuant  
19 to Section 43 hereof, Watermaster shall adopt a proposed  
20 budget for the succeeding Fiscal Year and shall mail a copy  
21 thereof to each party, together with a statement of the  
22 level of Administration Assessment levied by Watermaster  
23 which will be collected for purposes of raising funds for  
24 said budget. Said Assessment shall be uniformly applicable  
25 to each acre foot of Production.

26 (b) Replacement Water Costs. Replacement Water  
27 Assessments shall be collected from each party on account  
28 of such party's Production in excess of its Diversion

1 Rights, Pumper's Share or Integrated Production Right, and  
2 on account of the consumptive use portion of Overlying  
3 Rights, computed at the applicable rate established by  
4 Watermaster consistent with the Watermaster Operating  
5 Criteria.

6 (c) Make-Up Obligation. An Assessment shall be  
7 collected equally on account of each acre foot of  
8 Production, which does not bear a Replacement Assessment  
9 hereunder, to pay all necessary costs of Administration and  
10 satisfaction of the Make-Up Obligation. Such Assessment  
11 shall not be applicable to water Production for an  
12 Overlying Right.

13 (d) In-Lieu Water Cost. Watermaster may levy an  
14 Assessment against all Pumping to pay reimbursement for In-  
15 Lieu Water Costs except that such Assessment shall not be  
16 applicable to the non-consumptive use portion of an  
17 Overlying Right.

18 (e) Basin Water Quality Improvement. For purposes of  
19 testing, protecting or improving the water quality in the  
20 Basin, Watermaster may, after a noticed hearing thereon,  
21 fix terms and conditions under which it may waive all or  
22 any part of its Assessments on such ground water  
23 Production and if such Production, in addition to his other  
24 Production, does not exceed such Producer's Share or  
25 entitlement for that Fiscal Year, such stated Production  
26 shall be allowed to be carried over for a part of such  
27 Producer's next Fiscal Year's Producer's Share or  
28 entitlement. In connection therewith, Watermaster may also



1 waive the provisions of Sections 25, 26 and 57 hereof,  
2 relating to Injunction Against Unauthorized Recharge,  
3 Injunction Against Transportation From Basin or Relevant  
4 Watershed, and Intervention After Judgment, respectively.  
5 Nothing in this Judgment is intended to allow an increase  
6 in any Producer's annual entitlement nor to prevent  
7 Watermaster, after hearing thereon, from entering into  
8 contracts to encourage, assist and accomplish the clean up  
9 and improvement of degraded water quality in the Basin by  
10 non-parties herein. Such contracts may include the  
11 exemption of the Production of such Basin water therefor  
12 from Watermaster Assessments and, in connection therewith,  
13 the waiver of the provisions of Judgment Sections 25, 26,  
14 and 57 hereof.

15 46. Assessments -- Procedure. (Prior Judgment Section 38)

16 Assessments herein provided for shall be levied and collected  
17 as follows:

18 (a) Levy and Notice of Assessment. Within thirty  
19 (30) days of Watermaster's annual determination of  
20 Operating Safe Yield of the Basin for each Fiscal Year and  
21 succeeding four (4) Fiscal Years, Watermaster shall levy  
22 applicable Administration Assessments, Replacement Water  
23 Assessments, Make-up Water Assessments and In-Lieu Water  
24 Assessments, if any. Watermaster shall give written notice  
25 of all applicable Assessments to each party on or before  
26 August 15, of each year.

27 (b) Payment. Each Assessment shall be payable, and  
28 each party is Ordered to pay the same, on or before

1 September 20, following such Assessment, subject to the  
2 rights reserved in Section 37 hereof.

3 (c) Delinquency. Any Assessment which becomes  
4 delinquent after January 1, 1980, shall bear interest at  
5 the annual prime rate plus one percent (1%) in effect on  
6 the first business day of August of each year. Said prime  
7 interest rate shall be that fixed by the Bank of America  
8 NT&SA for its preferred borrowing customers on said date.  
9 Said prime interest rate plus one percent (1%) shall be  
10 applicable to any said delinquent Assessment from the due  
11 date thereof until paid. Provided, however, in no event  
12 shall any said delinquent Assessment bear interest at a  
13 rate of less than ten percent (10%) per annum. Such  
14 delinquent Assessment and interest may be collected in a  
15 Show Cause proceeding herein or any other legal proceeding  
16 instituted by Watermaster, and in such proceeding the Court  
17 may allow Watermaster its reasonable costs of collection,  
18 including attorney's fees.

19 47. Availability of Supplemental Water From Responsible  
20 Agencies. (Prior Judgment Section 39) If any Responsible  
21 Agency shall, for any reason, be unable to deliver Supplemental  
22 Water to Watermaster when needed, Watermaster shall collect  
23 funds at an appropriate level and hold them in trust, together  
24 with interest accrued thereon, for purchase of such water when  
25 available.

26 48. Accumulation of Replacement Water Assessment Proceeds.  
27 (Prior Judgment Section 40) In order to minimize fluctuation  
28 in Assessments and to give Watermaster flexibility in Basin

1 management, Watermaster may make reasonable accumulations of  
2 Replacement Water Assessments. Such moneys and any interest  
3 accrued thereon shall only be used for the purchase of  
4 Replacement Water.

5 49. Carry-over of Unused Rights. (Prior Judgment Section  
6 41) Any Pumper's Share of Operating Safe Yield, and the  
7 Production right of any Integrated Producer, which is not  
8 Produced in a given Fiscal Year may be carried over and  
9 accumulated for one Fiscal Year, pursuant to reasonable rules  
10 and procedures for notice and accounting which shall be adopted  
11 by Watermaster. The first water Produced in the succeeding  
12 Fiscal Year shall be deemed Produced pursuant to such Carry-over  
13 Rights.

14 50. Minimal Producers. (Prior Judgment Section 42) In  
15 the interest of Justice, Minimal Producers are exempted from the  
16 operation of this Physical Solution, so long as such party's  
17 annual Production does not exceed five (5) acre feet. Quarterly  
18 Production reports by such parties shall not be required, but  
19 Watermaster may require, and Minimal Producers shall furnish,  
20 specific periodic reports. In addition, Watermaster may conduct  
21 such investigation of future operations of any Minimal Producer  
22 as may be appropriate.

23 51. Effective Date. (Prior Judgment Section 43) The  
24 effective date for commencing accounting and operation under  
25 this Physical Solution, other than for Replacement Water  
26 Assessments, shall be July 1, 1972. The first Assessment for  
27 Replacement Water shall be payable on September 20, 1974, on  
28 account of Fiscal Year 1973-74 Production.

1 G. MISCELLANEOUS PROVISIONS

2 52. Puente Narrows Flow. (Prior Judgment Section 44)

3 The Puente Basin is tributary to the Main San Gabriel Basin.  
4 All Producers within said Puente Basin have been dismissed  
5 herein, based upon the Puente Narrows Agreement (Exhibit "J"),  
6 whereby Puente Basin Water Agency agreed not to interfere with  
7 surface inflow and to assure continuance of historic subsurface  
8 contribution of water to Main San Gabriel Basin. The Court  
9 declares said Agreement to be reasonable and fair and in full  
10 satisfaction of claims by Main San Gabriel Basin for natural  
11 water from Puente Basin.

12 53. San Gabriel District - Interim Order. (Prior Judgment

13 Section 45) San Gabriel District has a contract with the State  
14 of California for State Project Water, delivered at Devil Canyon  
15 in San Bernardino County. San Gabriel District is **HEREBY**  
16 **ORDERED** to proceed with and complete necessary pipeline  
17 facilities as soon as practical.

18 Until said pipeline is built and capable of delivering a  
19 minimum of twenty-eight thousand eight-hundred (28,800) acre  
20 feet of State Project water per year, defendant cities of  
21 Alhambra, Azusa, and Monterey Park shall pay to Watermaster each  
22 Fiscal Year a Replacement Assessment at a uniform rate  
23 sufficient to purchase Replenishment Water when available,  
24 which rate shall be declared by San Gabriel District.

25 When water is available through said pipeline, San Gabriel  
26 District shall make the same available to Watermaster, on his  
27 reasonable demand, at said specified rate per acre foot.

28 Interest accrued on such funds shall be paid to San Gabriel

1 District.

2 54. Service Upon and Delivery to Parties of Various  
3 Papers. (Prior Judgment Section 46) Service of the Judgment  
4 on those parties who have executed the Stipulation for Judgment  
5 shall be made by first class mail, postage prepaid, addressed to  
6 the Designee and at the address designated for that purpose in  
7 the executed and filed counterpart of the Stipulation for  
8 Judgment, or in any substitute designation filed with the Court.

9 Each party who has not heretofore made such a designation  
10 shall, within thirty (30) days after the Judgment shall have  
11 been served upon that party, file with the Court, with proof of  
12 service of a copy thereof upon Watermaster, a written  
13 designation of the person to whom and the address at which all  
14 future notices, determinations, requests, demands, objections,  
15 reports and other papers and processes to be served upon that  
16 party or delivered to that party are to be so served or  
17 delivered.

18 A later substitute designation filed and served in the same  
19 manner by any party shall be effective from the date of filing  
20 as to the then future notices, determinations, requests,  
21 demands, objections, reports and other papers and processes to  
22 be served upon or delivered to that party.

23 Delivery to or service upon any party by Watermaster, by  
24 any other party, or by the Court, of any item required to be  
25 served upon or delivered to a party under or pursuant to the  
26 Judgment may be made by deposit thereof (or by copy thereof) in  
27 the mail, first class, postage prepaid, addressed to the  
28 Designee of the party and at the address shown in the latest

1 designation filed by that party.

2 55. Assignment, Transfer, etc., of Rights. (Prior  
3 Judgment Section 47) Any rights Adjudicated herein except  
4 Overlying Rights, may be assigned, transferred, licensed or  
5 leased by the owners thereof; provided however, that no such  
6 assignment shall be complete until the appropriate notice  
7 procedures established by Watermaster have been complied with.  
8 No water Produced pursuant to rights assigned, transferred,  
9 licensed, or leased may be transported outside the Relevant  
10 Watershed except by:

11 (1) a Transporting Party, or

12 (2) a successor in interest immediate or mediate to a  
13 water system on lands or portion thereof, theretofore  
14 served by such a Transporting Party, for use by such  
15 successor in accordance with limitations applicable to  
16 Transporting Parties, or

17 (3) a successor in interest to the Special Category  
18 rights of MWD.

19 The transfer and use of Overlying Rights shall be  
20 limited, as provided in Section 21 hereof, as exercisable  
21 only on the specifically defined Overlying Lands and they  
22 cannot be separately conveyed or transferred apart therefrom.

23 56. Abandonment of Rights. (Prior Judgment Section 48)  
24 It is in the interest of reasonable beneficial use of the Basin  
25 and its water supply that no party be encouraged to take and use  
26 more water in any Fiscal Year than is actually required.  
27 Failure to Produce all of the water to which a party is entitled  
28 hereunder shall not, in and of itself, be deemed or constitute

1 an abandonment of such party's right, in whole or in part.  
2 Abandonment and extinction of any right herein Adjudicated shall  
3 be accomplished only by:

4 (1) a written election by the party, filed in this  
5 case, or

6 (2) upon noticed motion of Watermaster, and after  
7 hearing.

8 In either case, such abandonment shall be confirmed by  
9 express subsequent order of this Court.

10 57. Intervention After Judgment. (Prior Judgment Section  
11 49) Any person who is not a party or successor to a party and  
12 who proposes to Produce water from the Basin or Relevant  
13 Watershed, may seek to become a party to this Judgment through a  
14 Stipulation For Intervention entered into with Watermaster.  
15 Watermaster may execute said Stipulation on behalf of the other  
16 parties herein but such Stipulation shall not preclude a party  
17 from opposing such Intervention at the time of the Court hearing  
18 thereon. Said Stipulation For Intervention must thereupon be  
19 filed with the Court, which will consider an order confirming  
20 said Intervention following thirty (30) days' notice to the  
21 parties. Thereafter, if approved by the Court, such Intervenor  
22 shall be a party bound by this Judgment and entitled to the  
23 rights and privileges accorded under the Physical Solution  
24 herein.

25 58. Judgment Binding on Successors, etc. (Prior Judgment  
26 Section 50) Subject to specific provisions hereinbefore  
27 contained, this Judgment and all provisions thereof are  
28 applicable to and binding upon and inure to the benefit of not

1 only the parties to this action, but as well to their respective  
2 heirs, executors, administrators, successors, assigns, lessees,  
3 licensees and to the agents, employees and attorneys in fact of  
4 any such persons.

5 59. Water Rights Permits. (Prior Judgment Section 51)  
6 Nothing herein shall be construed as affecting the relative  
7 rights and priorities between MWD and San Gabriel Valley  
8 Protective Association under State Water Rights Permits Nos.  
9 7174 and 7175, respectively.

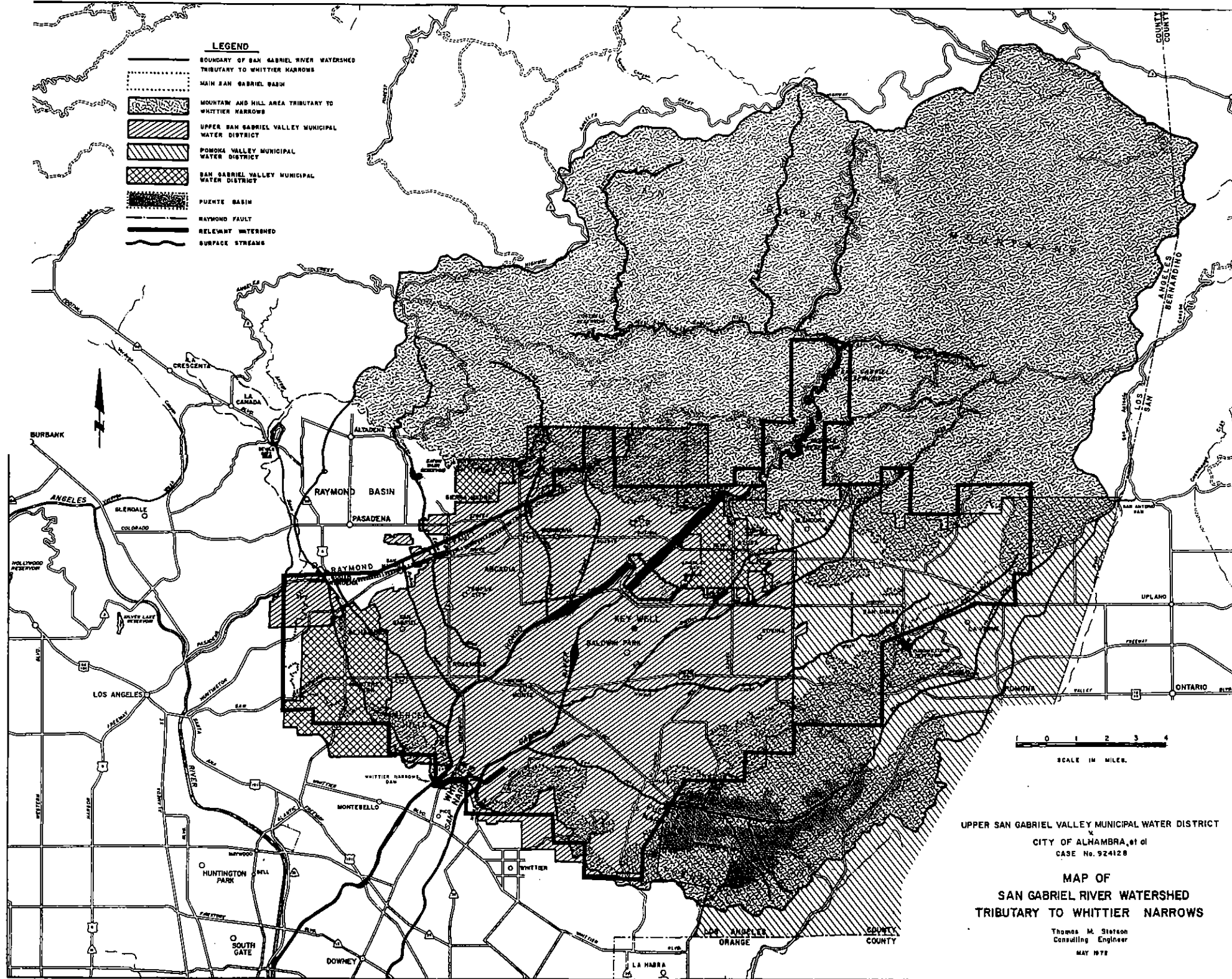
10 60. Costs. (Prior Judgment Section 52) No party shall  
11 recover any costs in this proceeding from any other party.

12 61. Entry of Judgment. (New) The Clerk shall enter this  
13 Judgment.

14 DATED: August 24, 1989.

15 s/ Florence T. Pickard  
16 Florence T. Pickard, Judge  
17 Specially Assigned  
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UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT  
 CITY OF ALHAMBRA, et al  
 CASE No. 924128

**MAP OF  
 SAN GABRIEL RIVER WATERSHED  
 TRIBUTARY TO WHITTIER NARROWS**

Thomas M. Statton  
 Consulting Engineer  
 MAY 1978

Exhibit "B"

BOUNDARIES OF RELEVANT WATERSHED

The following described property is located in Los Angeles County, State of California:

Beginning at the Southwest corner of Section 14, Township 1 North, Range 11 West, San Bernardino Base and Meridian;

Thence Northerly along the West line of said Section 14 to the Northwest corner of the South half of said Section 14;

Thence Easterly along the North line of the South half of Section 14 to the East line of said Section 14;

Thence Northerly along the East line of said Section 14, Township 1 North, Range 11 West and continuing Northerly along the East line of Section 11 to the Northeast corner of said Section 11;

Thence Easterly along the North line of Section 12 to the Northeast corner of said Section 12;

Thence Southerly along the East line of said Section 12 and continuing Southerly along the East line of Section 13 to the Southeast corner of said Section 13, said corner being also the Southwest corner of Section 18, Township 1 North, Range 10 West;

Thence Easterly along the South line of Sections 18, 17, 16 and 15 of said Township 1 North, Range 10 West to the Southwest corner of Section 14;

Thence Northerly along the West line of Section 14 to the Northwest corner of the South half of Section 14;

Thence Easterly along the North line of the South half of Section 14 to the East line of said section;

Thence Northerly along the East line of said Section 14, and continuing Northerly along the West line of Section 12 of said Township 1 North, Range 10 West to the North line of said Section 12;

Thence Easterly along the North line of said Section 12, to the Northeast corner of said Section 12, said corner being also the Southwest corner of Section 6, Township 1 North, Range 9 West;

Thence Northerly along the West line of said Section 6 and continuing Northerly along West line of Sections 31 and 30, Township 2 North, Range 9 West to the Westerly prolongation of the North line of said Section 30;

Thence Easterly along said Westerly prolongation of the North line of said Section 30 and continuing Easterly along the North line of Section 29 to the Northeast corner of said Section 29;

Thence Southerly along the East line of said Section 29 and continuing Southerly along the East line of Section 32, Township 2 North, Range 9 West, and thence continuing Southerly along the East line of Section 5, Township 1 North, Range 9 West to the Southeast corner of said Section 5;

Thence Westerly along the South line of said Section 5 to the Southwest corner of said Section 5, said point being also the Northwest corner of Section 8;

Thence Southerly along the West line of said Section 8 and continuing Southerly along the West line of Section 17, to the Southwest corner of said Section 17, said corner being also the Northwest corner of Section 20;

Thence Easterly along the North line of Sections 20 and 21 to the Northwest corner of Section 22, said corner being also the Southwest corner of Section 15;

Thence Northerly along the West line of said Section 15 to the Northwest corner of the South half of said Section 15;

Thence Easterly along the North line of said South half of Section 15 to the Northeast corner of said South half of Section 15;

Thence Southerly along the East line of Section 15 and continuing Southerly along the East line of Section 22 to the Southeast corner of said Section 22, said point being also the Southwest corner of Section 23;

Thence Easterly along the South line of Sections 23 and 24 to the East line of the West half of said Section 24;

Thence Northerly along said East line of the West half of Section 24 to the North line thereof;

Thence Easterly along said North line of Section 24 to the Northeast corner thereof, said point also being the Northwest corner of Section 19, Township 1 North, Range 8 West;

Thence continuing Easterly along the North line of Section 19 and Section 20 of said Township 1 North, Range 8 West to the Northeast corner of said Section 20;

Thence Southerly along the East line of Sections 20, 29 and 32 of said Township 1 North, Range 8 West to the Southeast corner of said Section 32;

Thence Westerly along the South line of Section 32 to the Northwest corner of the East half of Section 5, Township 1 South, Range 8 West;

Thence Southerly along the West line of the East half of said Section 5 to the South line of said Section 5;

Thence West to the East line of the Northerly prolongation of Range 9 West;

Thence South 67° 30' West to an intersection with the Northerly prolongation of the West line of Section 27, Township 1 South, Range 9 West;

Thence Southerly along the Northerly prolongation of said West line of Section 27 and continuing Southerly along the West line of Section 27 to the Southwest corner of said Section 27, said point being also the Southeast corner of Section 28;

Thence Westerly along the South line and Westerly projection of the South line of said Section 28 to the Northerly prolongation of the West line of Range 9 West; ✓

Thence Southerly along said prolongation of the West line of Range 9 West to the Westerly prolongation of the North line of Township 2 South;

Thence Westerly along said Westerly prolongation of the North line of Township 2 South, a distance of 8,500 feet; ✓

Thence South a distance of 4,500 feet; ✓

Thence West a distance of 10,700 feet;

Thence South 29° West to an intersection with the Northerly prolongation of the West line of Section 20, Township 2 South, Range 10 West;

Thence Southerly along said Northerly prolongation of the West line of said Section 20 and continuing Southerly along the West line of Section 20 to the Southwest corner of said Section 20;

Thence South a distance of 2,000 feet;

Thence West a distance of two miles, more or less, to an intersection with the East line of Section 26, Township 2 South, Range 11 West;

Thence Northerly along said East line of Section 26 and continuing Northerly along the East line of Section 23, Township 2 South, Range 11 West to the Northeast corner of said Section 23;

Thence Westerly along the North line of said Section 23 to the Northwest corner thereof, said point being also the Southeast corner of Section 15, Township 2 South, Range 11 West;

Thence Northerly and Westerly along the East and North lines, respectively, of said Section 15, Township 2 South, Range 11 West, to the Northwest corner thereof;

Thence continuing Westerly along the Westerly prolongation of said North line of Section 15, Township 2 South, Range 11 West to an intersection with a line parallel to and one mile East of the West line of Range 11 West;

Thence Northerly along said parallel line to an intersection with the Northerly boundary of the City of Pico Rivera as said City of Pico Rivera existed on July 17, 1970;

Thence Westerly along said City boundary to an intersection with the East line of Range 12 West;

Thence Northerly along said East line of Range 12 West to the North line of Township 2 South;

Thence Westerly along the North line of Township 2 South to an intersection with the Southerly prolongation of the East line of the West half of Section 26, Township 1 South, Range 12 West;

Thence Northerly along said Southerly prolongation of said East line of the West half of said Section 26 to the Southeast corner of said West half;

Thence Westerly along the South line of Sections 26, 27 and 28, Township 1 South, Range 12 West, to the Southeast corner of Section 29, Township 1 South, Range 12 West;

Thence Northerly along the East line of said Section 29 to the Northeast corner of the South half of said Section 29;

Thence Westerly along the North line of the South half of said Section 29 to the Northwest corner thereof;

Thence Northerly along the West line of Sections 29, 20, 17 and 8, Township 1 South, Range 12 West;

Thence continuing Northerly along the Northerly prolongation of the West line of Section 8, Township 1 South, Range 12 West to an intersection with the North line of Township 1 South;

Thence Easterly along said North line of Township 1 South to the Northeast corner of Section 3, Township 1 South, Range 12 West;

Thence North  $64^{\circ} 30'$  East to an intersection with the West line of Section 23, Township 1 North, Range 11 West;

Thence Northerly along the West line of said Section 23 to the Northwest corner thereof, said point being the Southwest corner of Section 14, Township 1 North, Range 11 West and said point being also the point of beginning.



Exhibit "C"

TABLE  
SHOWING BASE  
ANNUAL DIVERSION  
RIGHTS OF CERTAIN  
DIVERTERS

	Base Annual Diversion Right <u>Acre-Feet</u>
Covell, Ralph (Successor to Rittenhouse, Catherine and Rittenhouse, James)	2.12
Maddock, A. G.	3.40
Rittenhouse, Catherine (Transferred to Covell, Ralph)	0
Rittenhouse, James (Transferred to Covell, Ralph)	0
Ruebhausen, Arline (Held in common with Ruebhausen, Victor) (Transferred to City of Glendale)	0
Ruebhausen, Victor (See Ruebhausen, Arline, above)	0
TOTAL	<u>5.52</u>

Exhibit "D"

TABLE  
SHOWING PRESCRIPTIVE PUMPING RIGHTS  
AND PUMPER'S SHARE OF EACH PUMPER  
AS OF JUNE, 1988

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share Percent (%)</u>
Adams Ranch Mutual Water Company	100.00	0.05060
A & E Plastik Pak Co., Inc. (Transferred to Industry Properties, Ltd.)	0	0
Alhambra, City of	8,812.05	4.45876
Amarillo Mutual Water Company	709.00	0.35874
Anchor Plating Co., Inc. (Successor to Bodger & Sons) (Transferred to Crown City Plating Co.)	0	0
Anderson, Ray L. and Helen T., Trustees (Successor to Covina-Valley Unified School District)	50.16	0.02538
Andrade, Marcario and Consuelo; and Andrade, Robert and Jayne (Successor to J. F. Isbell Estate, Inc.)	8.36	0.00423
Arcardia, City of (Successor to First National Finance Corporation) (Transferred to City of Monrovia)	9,252.00 60.90 <u>951.00</u> 8,361.90	4.68137 0.03081 <u>0.48119</u> 4.23099
Associated Southern Investment Company (Transferred to Southern California Edison Company)	0	0
AZ-Two, Inc. (Lessee of Southwestern Portland Cement Co.)	0	0
Azusa, City	3,655.99	1.84988
Azusa-Western Inc. (Transferred to Southwestern Portland Cement Co.)	0	0
Bahnsen & Beckman Ind., Inc. (Transferred to Woodland, Richard)	0	0

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
Bahnsen, Betty M. (Transferred to Dawes, Mary Kay)	0	0
Baldwin Park County Water District (See Valley County Water District)	-	-
Banks, Gale C. (Successor to Doyle, Mr. and Mrs.; and Madruga, Mr. and Mrs.)	50.00	0.02530
Base Line Water Company	430.20	0.21767
Beverly Acres Mutual Water Company	93.00	0.04706
Birenbaum, Max (Held in common with Birenbaum, Sylvia; Schneiderman, Alan; Schneiderman, Lydia; Wigodsky, Bernard; Wigodsky, Estera) (Transferred to City of Whittier)	0	0
Birenbaum, Sylvia (See Birenbaum, Max)	-	-
) Blue Diamond Concrete Materials Div., The Flintkote Company (Transferred to Sully-Miller Contracting Co.)	0	0
Bodger & Sons DBA Bodger Seeds Ltd. (Transferred to Anchor Plating Co., Inc.)	0	0
Botello Water Company	0	0
Burbank Development Company	50.65	0.02563
Cadway, Inc. (Successor to: Corcoran, Jack S. and R. L.) Corcoran, Jack S. and R. L.)	100.00 <u>100.00</u> 200.00	0.05060 <u>0.05060</u> 0.10120
Cal Fin (Transferred to Suburban Water Systems)	0	0
California-American Water Company (San Marino System)	7,868.70	3.98144
California Country Club	0	0

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
California Domestic Water Company	11,024.82	5.57839
(Successor to:		
Cantrill Mutual Water Company	42.50	0.02150
Industry Properties, Ltd.	73.50	0.03719
Modern Accent Corporation	256.86	0.12997
Fisher, Russell)	<u>19.00</u>	<u>0.00961</u>
	11,416.68	5.77666
California Materials Company	0	0
Cantrill Mutual Water Company		
(Transferred to California Domestic Water Co.)	0	0
Cedar Avenue Mutual Water Company	121.10	0.06127
Champion Mutual Water Company	147.68	0.07472
Chronis, Christine		
(See Polopolus, et al)	-	-
Clayton Manufacturing Company	511.80	0.25896
Collison, E. O.	0	0
Comby, Erma M.		
(See Wilmott, Erma M.)	-	-
Conrock Company		
(Formerly Consolidated Rock Products Co.)	1,465.35	0.74144
(Successor to Manning Bros. Rock & Sand Co.)	<u>328.00</u>	<u>0.16596</u>
	1,793.35	0.90740
Consolidated Rock Products Co.		
(See Conrock Company)	-	-
Corcoran, Jack S.		
(Held in common with Corcoran, R. L.)		
(Transferred to:		
Cadway, Inc.	747.00	0.37797
Cadway, Inc.	100.00	0.05060
Cadway, Inc.)	<u>100.00</u>	<u>0.05060</u>
	547.00	0.27677
Corcoran, R. L. (See Corcoran, Jack S.)	-	-
County Sanitation District No. 18 of Los Angeles		
County	4.50	0.00228

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
Covell, et al. (Successor to Rittenhouse, Catherine and Rittenhouse, James) (Held in common with Jobe, Darr; Goedert, Lillian E.; Goedert, Marion W.; Lakin, Kendall R.; Lakin, Kelly R.; Snyder, Harry)	111.05	0.05619
Covina, City of (Transferred to Covina Irrigating Company)	2,507.89	1.26895
(Transferred to Covina Irrigating Company)	1,734.00	0.87737
	<u>300.00</u>	<u>0.15179</u>
	473.89	0.23979
Covina-Valley Unified School District (Transferred to Anderson, Ray)	0	0
Crevolin, A. J.	2.25	0.00114
Crocker National Bank, Executor of the Estate of A. V. Handorf (Transferred to Modern Accent Corp.)	0	0
Cross Water Company (Transferred to City of Industry)	0	0
Crown City Plating Company (Successor to Anchor Plating Co., Inc.)	190.00	0.09614
	<u>10.00</u>	<u>0.00506</u>
	200.00	0.10120
Davidson Optronics, Inc.	22.00	0.01113
Dawes, Mary Kay (Successor to Bahnsen, Betty M.)	441.90	0.22359
Del Rio Mutual Water Company	199.00	0.10069
Denton, Kathryn W., Trustee for San Jose Ranch Company (Transferred to White, June G., Trustee of the June G. White Share of the Garnier Trust)	0	0
Doyle, Mr. and Mrs.; and Madruga, Mr. and Mrs. (Successor to Sawpit Farms, Ltd.) (Transferred to Banks, Gale C.)	0	0
Driftwood Dairy	163.80	0.08288
Duhalde, L. (Transferred to El Monte Union High School District)	0	0

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
Dunning, George (Held in common with Dunning, Vera H.) (Successor to Vera H. Dunning)	324.00	0.16394
Dunning, Vera H. (Transferred to George Dunning)	-	-
East Pasadena Water Company, Ltd.	1,407.69	0.71227
Eckis, Rollin (Successor to Sawpit Farms, Ltd.) (Transferred to City of Monrovia)	0	0
El Encanto Properties (Transferred to La Puente Valley County Water District)	0	0
El Monte, City of	2,784.23	1.40878
El Monte Cemetary Association	18.50	0.00936
El Monte Union High School District (Successor to Duhalde, L.) (Transferred to City of Whittier)	0	0
Everett, Mrs. Alda B. (Held in common with Everett, W. B., Executor of the Estate of I. Worth Everett)	0	0
Everett, W. B., Executor of the Estate of I. Worth Everett (See Everett, Mrs. Alda B.)	-	-
Faix, Inc. (Successor to Frank F. Pellissier & Sons, Inc.) (Transferred to Faix, Ltd.)	0	0
Faix, Ltd. (Successor to Faix, Inc.)	6,490.00	3.28384
First National Finance Corporation (Transferred to City of Arcadia)	0	0
Fisher, Russell (Held in common with Hauch, Edward and Warren, Clyde) (Transferred to California Domestic Water Company)	0	0

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
Frank F. Pellissier & Sons, Inc. (Transferred to Faix, Inc.)	0	0
Fruit Street Water Company (Transferred to: Gifford, Brooks, Jr. City of La Verne)	0	0
Gifford, Brooks, Jr. (Successor to: Fruit Street Water Co., Mission Gardens Mutual Water Company) (Transferred to City of Whittier)	0	0
Gilkerson, Frank B. (Transferred to Jobe, Darr)	-	-
Glendora Unified High School District (Transferred to City of Glendora)	0	0
Goedert, Lillian E. (See Covell, et al)	-	-
Goedert, Marion W. (See Covell, et al)	-	-
Graham, William (Transferred to Darr Jobe)	-	-
Green, Walter	71.70	0.03628
Grizzle, Lissa B. (Held in common with Grizzle, Mervin A.; Wilson, Harold R.; Wilson, Sarah C.) (Transferred to City of Whittier)	0	0
Grizzle, Mervin A. (See Grizzle, Lissa B.)	0	0
Hansen, Alice	0.75	0.00038
Hartley, David	0	0
Hauch, Edward (See Fisher, Russell)	0	0
Hemlock Mutual Water Company	166.00	0.08399

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
Hollenbeck Street Water Company (Transferred to Suburban Water Systems)	0	0
Hunter, Lloyd F. (Successor to R. Wade)	4.40	0.00223
Hydro-Conduit Corporation	0	0
Industry Waterworks System, City of (Successor to Cross Water Company)	1,103.00	0.55810
Industry Properties, Ltd. (Successor to A & E Plastik Pak Co., Inc.) (Transferred to California Domestic Water Co.)	0	0
J. F. Isbell Estate, Inc. (Transferred to Andrade, Macario and Consuelo; and Andrade, Robert and Jayne)	0	0
Jerris, Helen (See Polopolus, et al)	-	-
Jobe, Darr (See Covell, et al)	-	-
Kirklen Family Trust (Formerly Kirklen, Dawn L.) (Held in common with Kirklen, William R.) (Successor to San Dimas-La Verne Recreational Facilities Authority)	375.00 <u>62.50</u> 437.50	0.18974 <u>0.03162</u> 0.22136
Kirklen, Dawn L. (See Kirklen Family Trust)	-	-
Kirklen, William R. (See Kirklen, Dawn L.)	-	-
Kiyan, Hideo (Held in common with Kiyan, Hiro)	30.00	0.01518
Kiyan, Hiro (See Kiyan, Hideo)	-	-
Knight, Kathryn M. (Successor to William Knight)	227.88	0.11530
Knight, William (Transferred to Kathryn M. Knight)	0	0



<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
Lakin, Kelly R. (See Covell, et al)	-	-
Lakin, Kendall R. (See Covell, et al)	-	-
Landeros, John	0.75	0.00038
La Grande Source Water Company (Transferred to Suburban Water Systems)	0	0
Lang, Frank (Transferred to San Dimas-La Verne Recreational Facilities Authority)	0	0
La Puente Cooperative Water Company (Transferred to Suburban Water Systems)	0	0
La Puente Valley County Water District (Successor to El Encanto Properties)	1,097.00 <u>33.40</u> 1,130.40	0.55507 <u>0.01690</u> 0.57197
La Verne, City of (Successor to Fruit Street Water Co.)	250.00 <u>105.71</u> 355.71	0.12630 <u>0.05349</u> 0.17999
Lee, Paul M. and Ruth A.; Nasmyth, Virrginia; Nasmyth, John	0	0
Little John Dairy	0	0
Livingston-Graham, Inc.	1,824.40	0.92312
Los Flores Mutual Water Company (Transferred to City of Monterey Park)	0	0
Loucks, David	3.00	0.00152
Manning Bros. Rock & Sand Co. (Transferred to Conrock Company)	0	0
Maple Water Company	118.50	0.05996
Martinez, Frances Mercy (Held in common with Martinez, Jaime)	0.75	0.00038
Martinez, Jaime (See Martinez, Frances Mercy)	-	-
Massey-Ferguson Company	0	0

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
Miller Brewing Company	111.01	0.05617
(Successor to:		
Maechtlen, Estate of J. J.	151.50	0.07666
Phillips, Alice B., et al)	<u>50.00</u>	<u>0.02530</u>
	312.51	0.15813
Mission Gardens Mutual Water Company		
(Transferred to Gifford, Brooks, Jr.)	0	0
Modern Accent Corporation		
(Successor to Crocker National Bank,		
Executor of the Estate of A. V. Handorf)		
(Transferred to California Domestic Water Co.)	0	0
Monterey Park, City of	6,677.48	3.37870
(Successor to Los Flores Mutual Water Co.)	<u>26.60</u>	<u>0.01346</u>
	6,704.08	3.39216
Murphy Ranch Mutual Water Company		
(Transferred to Southwest Suburban Water)	0	0
Namimatsu Farms		
(Transferred to California Cities Water Company)	0	0
Nick Tomovich & Sons	0.02	0.00001
No. 17 Walnut Place Mutual Water Co.		
(Transferred to San Gabriel Valley		
Water Company)	0	0
Orange Production Credit Association	0	0
Owl Rock Products Co.	715.60	0.36208
Pacific Rock & Gravel Co.		
(Transferred to:		
City of Whittier		
Rose Hills Memorial Park Association)	0	0
Park Water Company		
(Transferred to Valley County Water District)	0	0
Penn, Margaret		
(See Polopolus, et al)	-	-
Pico County Water District	0.75	0.00038
Polopolus, John		
(See Polopolus, et al)	-	-

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
Polopolus, et al (Successor to Polopolus, Steve) (Held in common with Chronis, Christine; Jerris, Helen; Penn, Margaret; Polopolus, John)	22.50	0.01138
Polopolus, Steve (Transferred to Polopolus, et al)	-	-
Rados, Alexander (Held in common with Rados, Stephen and Rados, Walter)	43.00	0.02176
Rados, Stephen (See Rados, Alexander)	-	-
Rados, Walter (See Rados, Alexander)	-	-
Richwood Mutual Water Company	192.60	0.09745
Rincon Ditch Company	628.00	0.31776
Rincon Irrigation Company	314.00	0.15888
Rittenhouse, Catherine (Transferred to Covell, Ralph)	0	0
Rittenhouse, James (Transferred to Covell, Ralph)	0	0
Rose Hills Memorial Park Association (Successor to Pacific Rock & Gravel Co.)	594.00 <u>200.00</u> 794.00	0.30055 <u>0.10120</u> 0.40175
Rosemead Development, Ltd. (Successor to Thompson, Earl W.)	1.00	0.00051
Rurban Homes Mutual Water Company	217.76	0.11018
Ruth, Roy	0.75	0.00038
San Dimas-La Verne Recreational Facilities Authority (Successor to Lang, Frank) (Transferred to Kirklen, Dawn L. and William R.)	0	0
San Gabriel Country Club	286.10	0.14476
San Gabriel County Water District	4,250.00	2.15044

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
San Gabriel Valley Municipal Water District	0	0
San Gabriel Valley Water Company	16,659.00	8.42920
(Successor to:		
Vallecito Water Co.	2,867.00	1.45066
No. 17 Walnut Place Mutual Water Co.)	<u>21.50</u>	<u>0.01088</u>
	19,547.50	9.89074
Sawpit Farms, Limited		
(Transferred to:		
Eckis, Rollin		
Doyle and Madruga)	0	0
Schneiderman, Alan		
(See Birenbaum, Max)	-	-
Schneiderman, Lydia		
(See Birenbaum, Max)	-	-
Security Pacific National Bank, Co-Trustee for the Estate of Winston F. Stooddy		
(See Stooddy, Virginia A.)		
(Transferred to City of Whittier)	0	0
Sierra Madre, City of	0	0
Sloan Ranches	129.60	0.06558
Smith, Charles	0	0
Snyder, Harry		
(See Covell, et al)	-	-
Sonoco Products Company	311.60	0.15766
South Covina Water Service	992.30	0.50209
Southern California Edison Company	155.25	0.07855
(Successor to: Associated		
Southern Investment Company)	<u>16.50</u>	<u>0.00835</u>
	171.75	0.08690
Southern California Water Company, San Gabriel Valley District	5,773.00	2.92105
South Pasadena, City of	3,567.70	1.80520
Southwest Suburban Water		
(See Suburban Water Systems)	-	-

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
Southwestern Portland Cement Company (Successor to Azusa Western, Inc.)	742.00	0.37544
Speedway 605, Inc.	0	0
Standard Oil Company of California	2.00	0.00101
Sterling Mutual Water Company	120.00	0.06072
Stoody, Virginia A., Co-Trustee for the Estate of Winston F. Stoody (See Security Pacific National Bank, Co-Trustee)	-	-
Suburban Water Systems (Formerly Southwest Suburban Water) (Successor to: Hollenbeck Street Water Company La Grande Source Water Company La Puente Cooperative Water Co. Valencia Valley Water Company Victoria Mutual Water Company Cal Fin Murphy Ranch Mutual Water Co.)	20,462.47   646.39 1,078.00 1,210.90 651.50 469.60 118.10 223.23 24,860.19	10.35370   0.32706 0.54545 0.61270 0.32965 0.23761 0.05976 0.11295 12.57888
Sully-Miller Contracting Company (Successor to Blue Diamond Concrete Materials Division, The Flintkote Co.)	1,399.33	0.70804
Sunny Slope Water Company	2,228.72	1.12770
Taylor Herb Garden (Transferred to Covina Irrigating Company)	0	0
Texaco, Inc.	50.00	0.02530
Thompson, Earl W. (Held in common with Thompson, Mary) (Transferred to Rosemead Development, Ltd.)	0	0
Thompson, Mary (See Thompson, Earl W.)	-	-
Tyler Nursery	3.21	0.00162
United Concrete Pipe Corporation (See U. S. Pipe & Foundry Company)	-	-

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
U. S. Pipe & Foundry Company (Formerly United Concrete Pipe Corporation)	376.00	0.19025
Valencia Heights Water Company	861.00	0.43565
Valencia Valley Water Company (Transferred to Suburban Water Systems)	0	0
Vallecito Water Company (Transferred to San Gabriel Valley Water Company)	0	0
Valley County Water District (Formerly Baldwin Park County Water District) (Successor to Park Water Company)	5,775.00 <u>184.01</u> 5,959.01	2.92206 <u>0.09311</u> 3.01517
Valley Crating Company	0	0
Valley View Mutual Water Company	616.00	0.31169
Via, H. (See Via, H., Trust of)	-	-
Via, H., Trust of (Formerly Via, H.)	46.20	0.02338
Victoria Mutual Water Company (Transferred to Suburban Water Systems)	0	0
Wade, R. (Transferred to Lloyd F. Hunter)	0	0
Ward Duck Company	1,217.40	0.61599
Warren, Clyde (See Fisher, Russell)	-	-
W. E. Hall Company	0.20	0.00010
White, June G., Trustee of the June G. White Share of the Garnier Trust (Successor to Denton, Kathryn W., Trustee for the San Jose Ranch Company)	185.50	0.09386

<u>Pumper</u>	<u>Prescriptive Pumping Right Acre-feet</u>	<u>Pumper's Share %</u>
Whittier, City of	7,620.23	3.85572
(Successor to:		
Grizzle, Lissa B.	184.00	0.09310
Pacific Rock and Gravel Co.)	208.00	0.10524
Security Pacific National Bank,		
Co-Trustee for the Estate of Winston F. Stood	38.70	0.01958
El Monte Union High School District	16.20	0.00820
Gifford, Brooks, Jr.	198.25	0.10031
Birenbaum, Max)	6.00	0.00304
	<u>8,271.38</u>	<u>4.18519</u>
Wigodsky, Bernard		
(See Birenbaum, Max)	-	-
Wigodsky, Estera		
(See Birenbaum, Max)	-	-
Wilmott, Erma M.		
(Formerly Comby, Erma M.)	0.75	0.00038
Wilson, Harold R.		
(See Grizzle, Lissa B.)	-	-
) Wilson, Sarah C.		
(See Grizzle, Lissa B.)	-	-
Woodland, Frederick G.	-	-
Woodland, Richard		
(Successor to: Bahnsen and		
Beckman Ind., Inc.)		
	<u>840.50</u>	<u>0.42528</u>
Totals for Exhibit "D"	<u>155,800.68</u>	<u>78.83276</u>
	41,833.75	21.16724
Totals from Exhibit "E"	<u><del>38,626.25</del></u>	<u><del>19.54431</del></u>
GRAND TOTALS	<u>197,634.43</u>	<u>100.00000</u>

TABLE  
SHOWING PRODUCTION RIGHTS  
OF EACH  
INTEGRATED PRODUCER  
AS OF JUNE 1988

<u>Party</u>	<u>Diversion Component Acre-feet</u>	<u>Prescriptive Pumping Component Acre-feet</u>	<u>Pumping Component Share Percent (%)</u>
Azusa Agricultural Water Company	1,000.00	1,732.20	0.87647
Azusa Foot-Hill Citrus Water Company (Transferred to Monrovia Nursery Company)	0	0	0
Azusa Valley Water Company	2,422.00	8,274.00	4.18652
California-American Water Company (Duarte System)	1,672.00	3,649.00	1.84634
California Cities Water Company (See Southern California Water Company, San Dimas District)	-	-	-
Covina Irrigating Company (Successor to: City of Covina, City of Covina, and Taylor Herb Garden)	2,514.00	4,140.00 1,734.00 300.00 6.00	2.09478 0.87737 0.15179 0.00304
	2,514.00	6,180.00	3.12698
Glendora, City of (Successor to: Maechtlen, Estate of J. J., Maechtlen, Trust of P. A., Ruebhausen, Arline, and Glendora Unified High School District)	17.00   18.34	8,258.00  150.00 50.00	4.17842  0.07590 0.02530
	35.34	9.00 8,557.00	0.05009 4.32971
Los Angeles, County of	310.00	3,721.30	1.88292
Maechtlen, Estate of J. J. (Transferred to: City of Glendora Miller Brewing Company)	0   0	301.50  -150.00 -151.50	0.15256  -0.07590 -0.07666
	0	0	0



<u>Party</u>	<u>Diversion Componet Acre-feet</u>	<u>Prescriptive Pumping Component Acre-feet</u>	<u>Pumping Component Share %</u>
Maechtlen, Estate of J. J.	1.49	0	0
Maechtlen, Trust of P. A.	0.50	100.50	0.05085
(Transferred to: City of Glendora		-50.00	-0.02530
Alice B. Phillips, et al)	<u>-0.50</u>	<u>-50.50</u>	<u>-0.02555</u>
	0	0	0
The Metropolitan Water District of Southern California	9.59	165.00	0.08349
Monrovia, City of	1,098.00	5,042.22	2.55129
(Sucessor to: Eckis, Rollin		123.00	0.06224
City of Arcadia)		<u>951.00</u>	<u>0.48119</u>
	<u>1,098.00</u>	<u>6,116.22</u>	<u>3.09472</u>
Monrovia, Nursery Company	239.50	0	0
(Successor to: Azusa Foot-Hill Citrus Co.)	718.50	0	
Phillips, Alice B., et al			
(Successor to: Maechtlen, Trust of P. A.)	0.50	50.50	0.02530
(Transferred to: Miller Brewing Company)		<u>-50.00</u>	<u>-0.02530</u>
	<u>0.50</u>	<u>0.50</u>	<u>0.00025</u>
Southern California Water Company (San Dimas Dist.)	500.00	3,242.53	1.64076
(Formerly California Cities Water Company)			
(Successor to: Namimatsu Farms)		<u>196.00</u>	<u>0.09917</u>
	<u>500.00</u>	<u>3,438.53</u>	<u>1.73984</u>
TOTAL for Exhibit "E"	<u>10,520.92</u>	<u>41,833.75</u>	<u>21.16724</u>

Exhibit "F"

TABLE SHOWING  
SPECIAL CATAGORY RIGHTS

<u>PARTY</u>	<u>Nature of Right</u>
The Metropolitan Water District of Southern California	<u>Morris Reservoir Storage and Withdrawal</u> (a) A right to divert, store and use San Gabriel River Water, pursuant to Permit No. 7174.  (b) Prior and paramount right to divert 72 acre-feet annually to offset Morris Reservoir evaporation and seepage losses and to provide the water supply necessary for presently existing incidental Morris Dam facilities.
Los Angeles County Flood Control District (Now Los Angeles County Department of Public Works)	<u>Puddingstone Reservoir</u> Prior Prescriptive right to divert water from San Dimas Wash for storage in Puddingstone Reservoir in quantities sufficient to offset annual evaporation and seepage losses of the reservoir at approximate elevation 942.

Exhibit "G"

TABLE SHOWING  
NON-CONSUMPTIVE USERS

<u>Party</u>	<u>Nature of Right</u>
Covina Irrigating Company Azusa Valley Water Company Azusa Agricultural Water Co. Azusa Foot-Hill Citrus Co. Monrovia Nursery Company	<u>"Committee-of-Nine" Spreading Right</u> To continue to divert water from the San Gabriel River pursuant to the 1888 Settlement, and to spread in spreading grounds within the Basin all water thus diverted without the right to recapture water in excess of said parties' rights as adjudicated in Exhibit "E".
California-American Water Company (Duarte System)	<u>Spreading Right</u> To continue to divert water from the San Gabriel River pursuant to the 1888 Settlement, and to continue to divert water from Fish Canyon and to spread said waters in its spreading grounds in the Basin without the right to recapture water in excess of said party's rights as adjudicated in Exhibit "E".
City of Glendora	<u>Spreading Right</u> To continue to spread the water of Big and Little Dalton Washes, pursuant to License No. 2592 without the right to recapture water in excess of said party's rights as adjudicated in Exhibit "E".
San Gabriel Valley Protective Association	<u>Spreading Right</u> To continue to spread San Gabriel River water pursuant to License Nos. 9991 and 12,209, without the right to recapture said water.
California Cities Water Company	<u>Spreading Right</u> To continue to spread waters from San Dimas Wash without the right to recapture water in excess of said party's rights as adjudicated in Exhibit "E".
Los Angeles County Flood Control District	<u>Temporary storage</u> of storm flow for regulatory purposes;  <u>Spreading</u> and conservation for general benefit in streambeds, reservoirs and spreading grounds without the right to recapture said water.  <u>Maintenance and operation</u> of dams and other flood control works.

## EXHIBIT "H"

### WATERMASTER OPERATING CRITERIA

1. Basin Storage Capacity. The highest water level at the end of a water year during the past 40 years was reached at the Key Well on September 30, 1944 (elevation 316). The State of California, Department of Water Resources, estimates that as of that date, the quantity of fresh water in storage in the Basin was approximately 8,600,000 acre-feet. It is also estimated by said Department that by September 30, 1960, the quantity of fresh water in storage had decreased to approximately 7,900,000 acre-feet (elevation 237) at the Key Well).

The lowest water level at the end of a water year during the past 40 years was reached at the Key Well on September 30, 1965 (elevation 209). It is estimated that the quantity of fresh water in storage in the Basin on that date was approximately 7,700,000 acre-feet.

Thus, the maximum utilization of Basin storage was approximately 900,000 acre-feet, occurring between September 30, 1944, and September 30, 1965 (between elevations 316 and 209 at the Key Well). This is not to say that more than 900,000 acre-feet of storage space below the September 30, 1944 water levels cannot be utilized. However, it demonstrates that pumpers have deepened their wells and lowered their pumps so that such 900,000 acre-feet of storage can be safely and economically utilized.

The storage capacity of the Basin between elevations of 200 and 250 at the Key Well represents a usable volume of approximately 400,000 acre-feet of water.

2. Operating Safe Yield and Spreading. Watermaster in determining Operating Safe Yield and the importation of Replacement Water shall be guided by water level elevations in the Basin. He shall give recognition to, and base his operations on, the following general objectives insofar as practicable:

- (a) The replenishment of ground water from sources of supplemental water should not cause excessively high levels of ground water and such replenishment should not cause undue waste of local water supplies.
- (b) Certain areas within the Basin are not at the present time capable of being recharged with supplemental water. Efforts should be made to provide protection to such areas from excessive ground water lowering either through the "in lieu" provisions of the Judgment or by other means.
- (c) Watermaster shall consider and evaluate the long-term consequences on ground water quality, as well as quantity, in determining and establishing Operating Safe Yield. Recognition shall be given to the enhancement of ground water quality insofar as practicable, especially in the area immediately upstream of Whittier Narrows where degradation of water quality may occur when water levels at the Key Well are maintained at or below elevation 200.
- (d) Watermaster shall take into consideration the comparative costs of supplemental and Make-up Water in determining the savings on a present value basis of temporary or permanent lowering or raising of water levels and other economic data and analyses indicating both the short-term and long-term

) propriety of adjusting Operating Safe Yield in order to derive optimum water levels during any period. Watermaster shall utilize the provisions in the Long Beach Judgment which will result in the least cost of delivering Make-up Water.

3. Replacement Water -- Sources and Recharge Criteria. The following criteria shall control purchase of Replacement Water and Recharge of the Basin by Watermaster.

(a) Responsible Agency From Which to Purchase. Watermaster, in determining the Responsible Agency from which to purchase supplemental water for replacement purposes, shall be governed by the following:

(1) Place of Use of Water which is used primarily within the Basin or by cities within San Gabriel District in areas within or outside the Basin shall control in determining the Responsible Agency. For purposes of this subparagraph, water supplied through a municipal water system which lies chiefly within the Basin shall be deemed entirely used within the Basin; and

(2) Place of production of water shall control in determining the Responsible Agency as to water exported from the Basin, except as to use within San Gabriel District.

Any Responsible Agency may, at the request of Watermaster, waive its right to act as the source for such supplemental water, in which case Watermaster shall be free to purchase such water from the remaining Responsible Agencies which are the most beneficial and appropriate sources; provided, however, that a Responsible Agency shall not

authorize any sale of water in violation of the California Constitution.

(b) Water Quality. Watermaster shall purchase the best quality of supplemental water available for replenishment of the Basin, pursuant to subsection (a) hereof.

(c) Reclaimed Water. It is recognized that the technology and economic and physical necessity for utilization of reclaimed water is increasing. The purchase of reclaimed water in accordance with the Long Beach Judgment to satisfy the Make-up Obligation is expressly authorized. At the same time, water quality problems involved in the reuse of water within the Basin pose serious questions of increased costs and other problems to the pumpers, their customers and all water users. Accordingly, Watermaster is authorized to gather information, make and review studies, and make recommendations on the feasibility of the use of reclaimed water for replacement purposes; provided that no reclaimed water shall be recharged in the Basin by Watermaster without the prior approval of the court, after notice to all parties and hearing thereon.

4. Replacement Assessment Rates. The Replacement Assessment rates shall be in an amount calculated to allow Watermaster to purchase one acre-foot of supplemental water for each acre-foot of excess Production to which such Assessment applies.

## EXHIBIT "J"

### PUENTE NARROWS AGREEMENT

THIS AGREEMENT is made and entered into as of the 8th day of May, 1972, by and between PUENTE BASIN WATER AGENCY, herein called "Puente Agency", and UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT, herein called "Upper District".

#### A. RECITALS

1. Puente Agency. Puente Agency is a joint powers agency composed of Walnut Valley Water District, herein called "Walnut District", and Rowland Area County Water District, herein called "Rowland District". Puente Agency is formed for the purpose of developing and implementing a ground water basin management program for Puente Basin. Pursuant to said purpose, said Agency is acting as a representative of its member districts and of the water users and water right claimants therein in the defense and maintenance of their water rights within Puente Basin.

2. Upper District. Upper District is a municipal water district overlying a major portion of the Main San Gabriel Basin. Upper District is plaintiff in the San Gabriel Basin Case, wherein it seeks to adjudicate rights and implement a basin management plan for the Main San Gabriel Basin.

3. Puente Basin is a ground water basin tributary to the Main San Gabriel Basin. Said area was included within the scope of the San Gabriel Basin Case and substantially



all water rights claimants within Puente Basin were joined as defendants therein. The surface contribution to the Main San Gabriel Basin from Puente Basin is by way of the paved flood control channel of San Jose Creek, which passes through Puente Basin from the Pomona Valley area. Subsurface outflow is relatively limited and moves from the Puente Basin to the Main San Gabriel Basin through Puente Narrows.

4. Intent of Agreement. Puente Agency is prepared to assure Upper District that no activity within Puente Basin will hereafter be undertaken which will (1) interfere with surface flows in San Jose Creek, or (2) impair the subsurface flow from Puente Basin to the Main San Gabriel Basin. Walnut District and Rowland District, by operation of law and by express assumption endorsed hereon, assume the covenants of this agreement as a joint and several obligation. Based upon such assurances and the covenants hereinafter contained in support thereof, Upper District consents to the dismissal of all Puente Basin parties from the San Gabriel Basin Case. By reason of said dismissals, Puente Agency will be free to formulate a separate water management program for Puente Basin.

#### B. DEFINITIONS AND EXHIBITS

5. Definitions. As used in this Agreement, the following terms shall have the meanings herein set forth:

(a) Annual or Year refers to the fiscal year July 1 through June 30.

(b) Base Underflow. The underflow through

Exhibit "J"

Puente Narrows which Puente Agency agrees to maintain, and on which accrued debits and credits shall be calculated.

(c) Make-up Payment. Make-up payments shall be an amount of money payable to the Watermaster appointed in the San Gabriel Basin Case, sufficient to allow said Watermaster to purchase replacement water on account of any accumulated deficit as provided in Paragraph 9 hereof.

(d) Puente Narrows. The subsurface geologic constriction at the downstream boundary of Puente Basin, located as shown on Appendix "B".

(e) Main San Gabriel Basin, the ground water basin shown and defined as such in Exhibit "A" to the Judgment in the San Gabriel Basin Case.

(f) San Gabriel Basin Case. Upper San Gabriel Valley Municipal Water District v. City of Alhambra, et al., L. A. Sup. Ct. No. 924128, filed January 2, 1968.

6. Appendices. Attached hereto and by this reference made a part hereof are the following appendices:

"A" -- Location Map of Puente Basin, showing major geographic, geologic, and hydrologic features.

"B" -- Map of Cross-Section Through Puente Narrows, showing major physical features and location of key wells.

Exhibit "J"

"C" -- Engineering Criteria, being a description of a method of measurement of subsurface outflow to be utilized for Watermaster purposes.

C. COVENANTS

7. Watermaster. There is hereby created a two member Watermaster service to which each of the parties to this agreement shall select one consulting engineer. The respective representatives on said Watermaster shall serve at the pleasure of the governing body of each appointing party and each party shall bear its own Watermaster expense.

a. Organization. Watermaster shall perform the duties specified herein on an informal basis, by unanimous agreement. In the event the two representatives are unable to agree upon any finding or decision, they shall select a third member to act, pursuant to the applicable laws of the State of California. Thereafter, until said issue is resolved, said three shall sit formally as a board of arbitration. Upon resolution of the issue in dispute, the third member shall cease to function further.

b. Availability of Information. Each party hereto shall, for itself and its residents and water users, use its best efforts to furnish all appropriate information to the Watermaster in order that the required determination can be made.

Exhibit "J"

c. Cooperation With Other Watermasters. Watermaster hereunder shall cooperate and coordinate activities with the Watermasters appointed in the San Gabriel Basin Case and in Long Beach v. San Gabriel Valley Water Company, et al.

d. Determination of Underflow. Watermaster shall annually determine the amount of underflow from Puente Basin to the San Gabriel Basin, pursuant to Engineering Criteria.

e. Perpetual Accounting. Watermaster shall maintain a perpetual account of accumulated base underflow, accumulated subsurface flow, any deficiencies by reason of interference with surface flows, and the offsetting credit for any make-up payments. Said account shall annually show the accumulated credit or debit in the obligation of Puente Agency to Upper District.

f. Report. Watermaster findings shall be incorporated in a brief written report to be filed with the parties and with the Watermaster in the San Gabriel Basin Case. Said report shall contain a statement of the perpetual account heretofore specified.

8. Base Underflow. On the basis of a study and review of historic underflow from Puente Basin to the Main San Gabriel Basin, adjusted for the effect of the paved flood control channel and other relevant considerations, it is

mutually agreed by the parties that the base underflow is and shall be 580 acre feet per year, calculated pursuant to Engineering Criteria.

9. Puente Agency's Obligation. Puente Agency covenants, agrees and assumes the following obligation hereunder:

a. Noninterference with Surface Flow. Neither Puente Agency nor any persons or entities within the corporate boundaries of Walnut District or Rowland District will divert or otherwise interfere with or utilize natural surface runoff now or hereafter flowing in the storm channel of San Jose Creek; provided, however, that this covenant shall not prevent the use, under Watermaster supervision, of said storm channel by the Puente Agency or Walnut District or Rowland District for transmission within Puente Agency of supplemental or reclaimed water owned by said entities and introduced into said channel solely for transmission purposes. In the event any unauthorized use of surface flow in said channel is made contrary to the covenant herein provided, Puente Agency shall compensate Upper District by utilizing any accumulated credit or by make-up payment in the same manner as is provided for deficiencies in subsurface outflow from Puente Basin.

b. Subsurface Outflow. To the extent that

Exhibit "J"

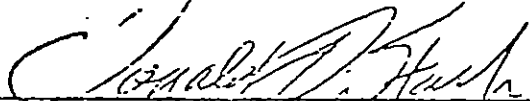
the accumulated subsurface outflow falls below the accumulated base underflow and the result thereof is an accumulated deficit in the Watermaster's annual accounting, Puente Agency agrees to provide make-up payments during the next year in an amount not less than one-third of the accumulated deficit.

c. Purchase of Reclaimed Water. To the extent that Puente Agency or Walnut District or Rowland District may hereafter purchase reclaimed water from the facilities of Sanitation District 21 of Los Angeles County, such purchaser shall use its best efforts to obtain waters originating within San Gabriel River Watershed.


10. Puente Basin Parties Dismissal. In consideration of the assumption of the obligation hereinabove provided by Puente Agency, Upper District consents to entry of dismissals as to all Puente Basin parties in San Gabriel Basin Case. This agreement shall be submitted for specific approval by the Court and a finding that it shall operate as full satisfaction of any and all claims by the parties within Main San Gabriel Basin against Puente Basin parties by reason of historic surface and subsurface flow.

IN WITNESS WHEREOF the parties hereto have caused  
this Agreement to be executed as of the day and date first  
above written.

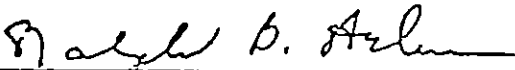
Approved as to form:  
CLAYSON, STARK, ROTHROCK & MANN

By   
Attorneys for Puente Agency

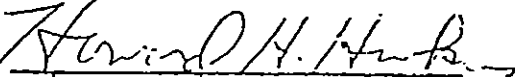
PUENTE BASIN AGENCY

By   
EDMOND M. BIEDERMAN  
President

Approved as to form:

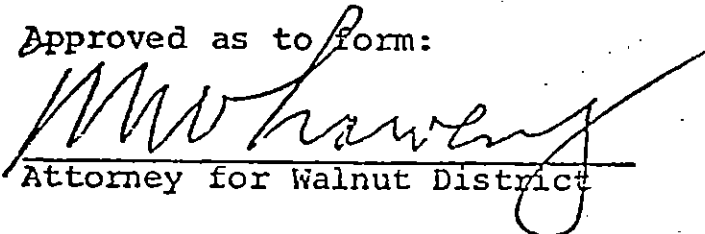
By   
Attorney for Upper District

UPPER SAN GABRIEL VALLEY  
MUNICIPAL WATER DISTRICT

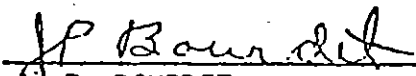
By   
Howard H. Hawkins  
President

The foregoing agreement is approved and accepted, and  
the same is acknowledged as the joint and several obligation  
of the undersigned.

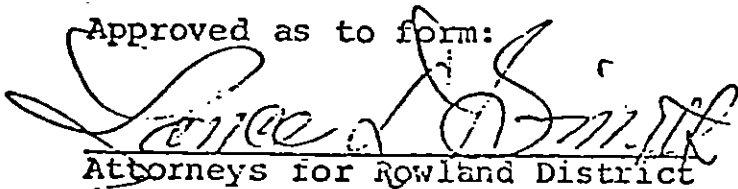
Approved as to form:

  
Attorney for Walnut District


WALNUT VALLEY WATER DISTRICT

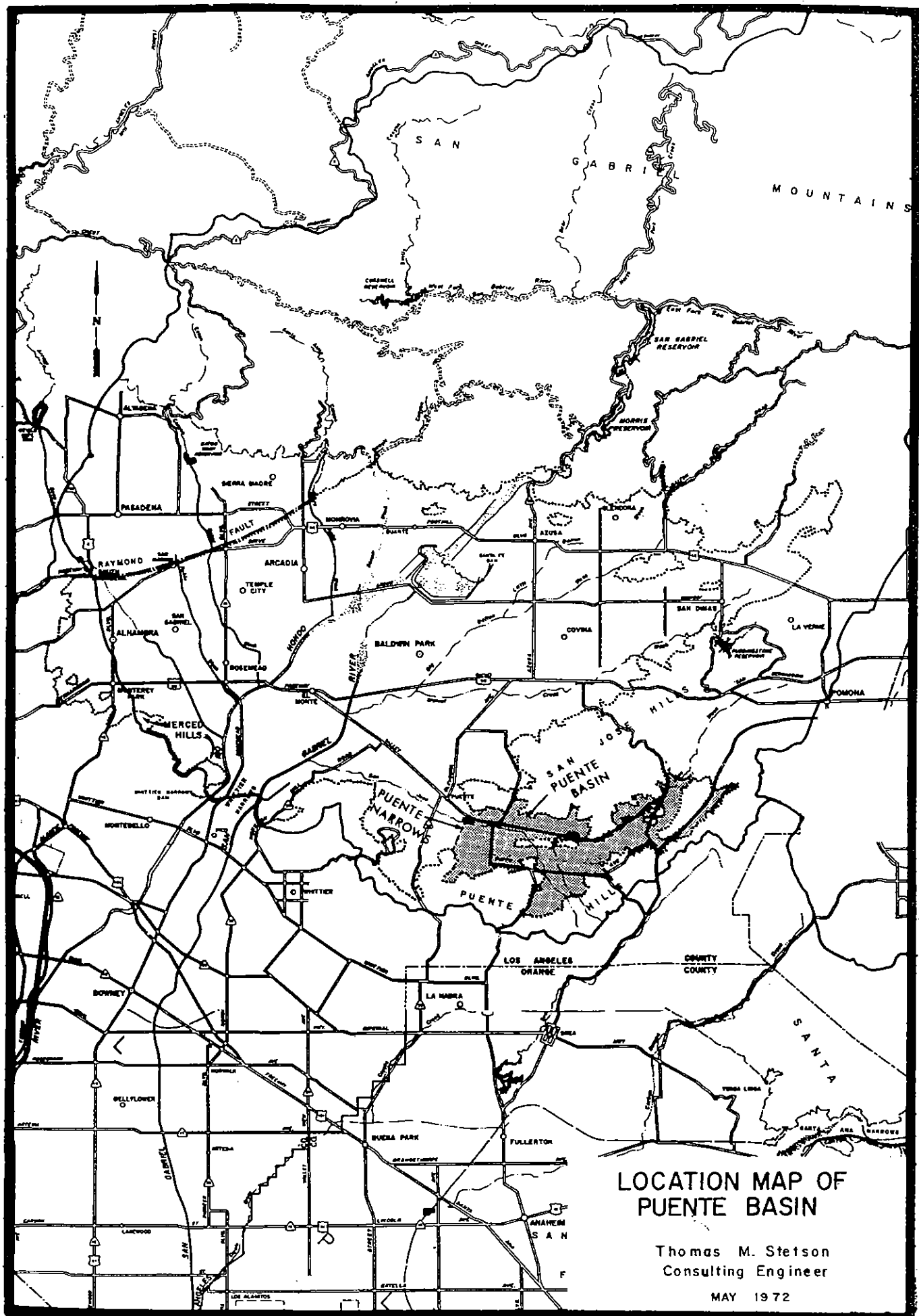
By   
J. P. BOURDET  
Vice President

Approved as to form:

  
Attorneys for Rowland District

ROWLAND AREA COUNTY WATER  
DISTRICT

By   
President  
Wm. A. Simmons

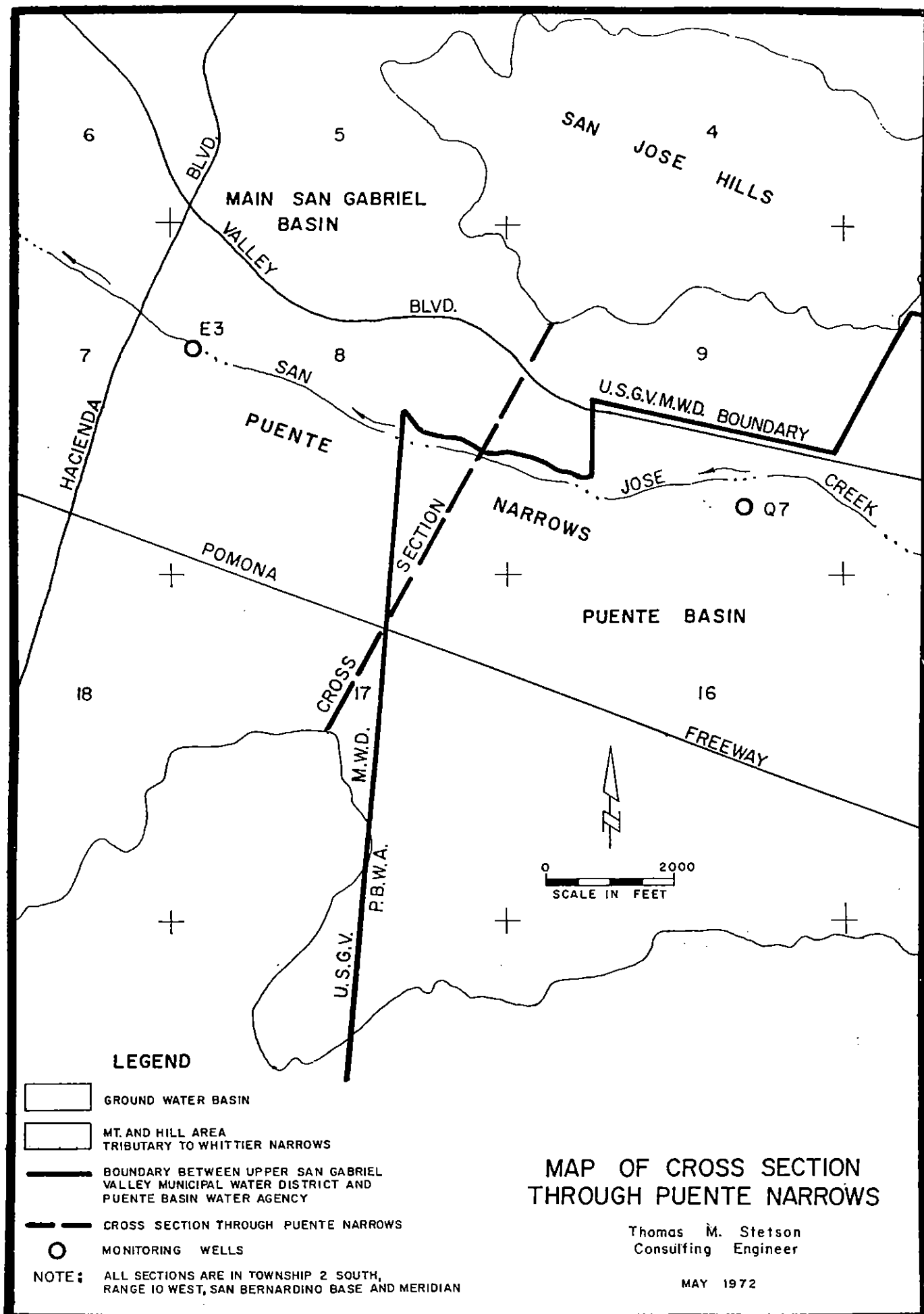


LOCATION MAP OF  
PUENTE BASIN

Thomas M. Stetson  
Consulting Engineer

MAY 1972





## ENGINEERING CRITERIA

### APPENDIX "C"

1. Monitoring Wells. The wells designated as State Wells No. 2S/10W-9Q7 and 2S/10W-8E3 and Los Angeles County Flood Control District Nos. 3079M and 3048B, respectively, shall be used to measure applicable ground water elevations. In the event either monitoring well should fail or become unrepresentative, a substitute well shall be selected or drilled by Watermaster. The cost of drilling a replacement well shall be the obligation of the Puente Agency.

2. Measurement. Each monitoring well shall be measured and the ground water elevation determined semi-annually on or about April 1 and October 1 of each year. Prior to each measurement, the pump shall be turned off for a sufficient period to insure that the water table has recovered to a static or near equilibrium condition.

3. Hydraulic Gradient. The hydraulic gradient, or slope of the water surface through Puente Narrows, shall be calculated between the monitoring wells as the difference in water surface elevation divided by the distance, approximately 9,000 feet, between the wells. The hydraulic gradient shall be determined for the spring and fall and the average hydraulic gradient calculated for the year.

4. Ground Water Elevation at Puente Narrows Cross Section. The ground water elevation at the Puente Narrows

APPENDIX "C"

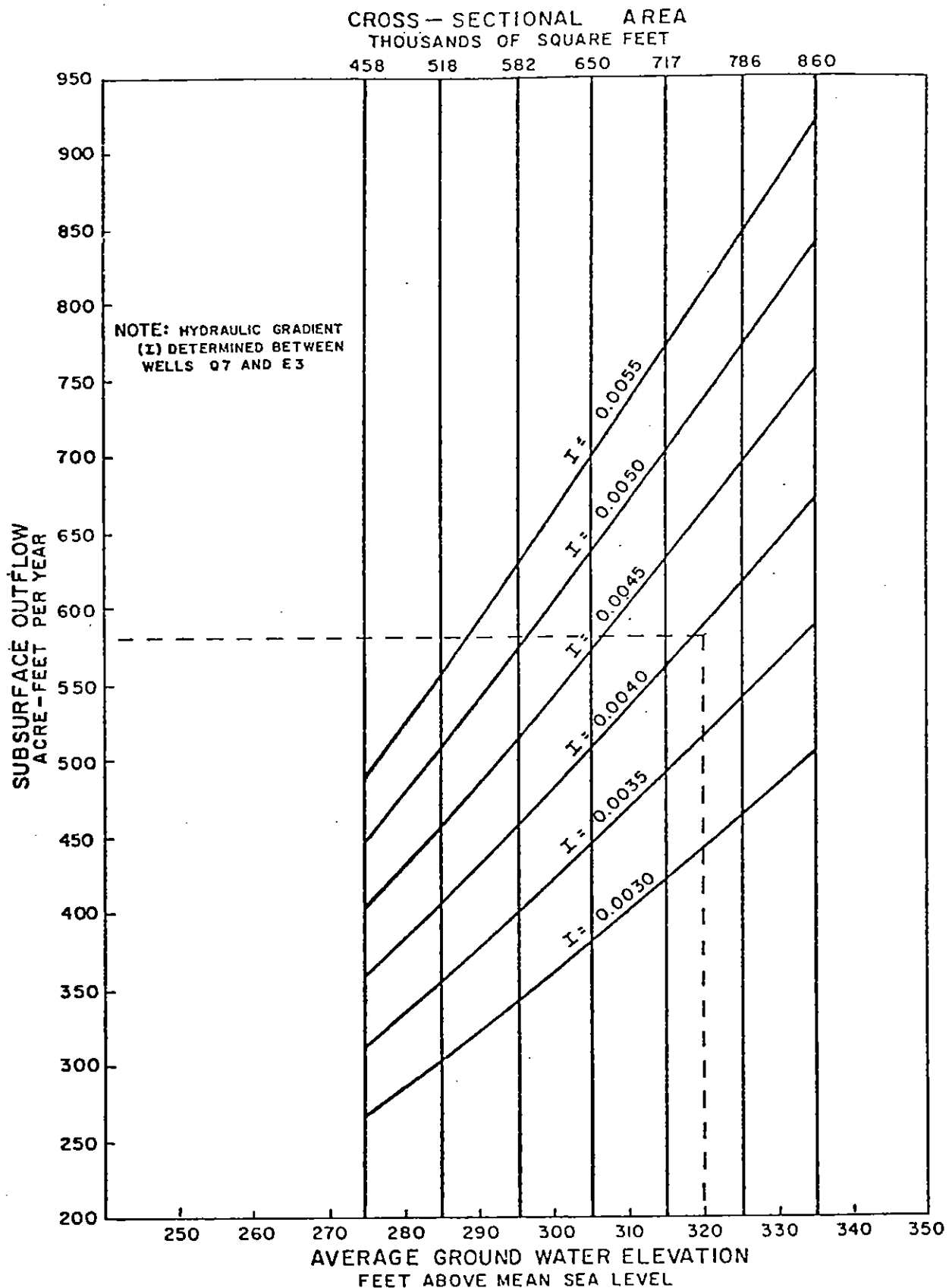
Exhibit "J"

cross section midway between the monitoring wells shall be the average of the ground water elevation at the two wells. This shall be determined for the spring and fall and the average annual ground water elevation calculated for the year.

5. Determination of Underflow. The chart attached is a photo-reduction of a full scale chart on file with the Watermaster. By applying the appropriate average annual hydraulic gradient (I) to the average annual ground water elevation at the Puente Narrows cross section (involving the appropriate cross-sectional area [A]), it is possible to read on the vertical scale the annual acre feet of underflow.

APPENDIX "C"

Exhibit "J"



RELATIONSHIP OF AVERAGE GROUND WATER ELEVATION AT PUENTE NARROWS  
AND APPLICABLE CROSS-SECTIONAL AREA WITH SUBSURFACE OUTFLOW  
THROUGH PUENTE NARROWS FOR VARIOUS HYDRAULIC GRADIENTS

Thomas M. Stetson  
Consulting Engineer

MAY 1972

## EXHIBIT "K"

### OVERLYING RIGHTS

#### I. NATURE OF OVERLYING RIGHT

An "Overlying Right" is the right to Produce water from the Main San Gabriel Basin for use on the overlying lands hereinafter described. Such rights are exercisable without quantitative limit only on said overlying land and cannot be separately conveyed or transferred apart therefrom. The exerciser of such right is assessable by Watermaster as provided in Paragraph 21 of the Amended Judgment herein (prior Paragraph 14.5 of the Judgment herein) and is subject to the other provisions of said Paragraph.

#### II. OVERLYING LANDS (Description)

The overlying lands to which Overlying Rights are appurtenant are described as follows:

"Those portions of Lots 1 and 2 of the lands formerly owned by W.A. Church, in the Rancho San Francisquito, in the City of Irwindale, County of Los Angeles, State of California, as shown on recorder's filed map No. 509, in the office of the County Recorder of said County, lying northeasterly of the northeasterly line and its southeasterly prolongation of Tract 1888, as shown on map recorded in Book 21 page 183 of Maps, in the office of the County Recorder of said County.

"EXCEPT the portions thereof lying northerly and northwesterly of the center line of Arrow Highway described 'Sixth' and the center line of Live Oak Avenue described 'Third' in a final decree of condemnation, a certified copy of which was recorded August 18, 1933 as Instrument No. 354, in Book 12289, Page 277, Official Records.

"ALSO EXCEPT that portion of said land described in the final decree of condemnation entered in Los Angeles County Superior Court Case No. 805008, a certified copy of which was recorded September 21, 1964, as Instrument No. 3730, in Book D-2634, Page 648, Official Records."

III. PRODUCERS ENTITLED TO EXERCISE OVERLYING RIGHTS AND  
THEIR RESPECTIVE CONSUMPTIVE USE PORTIONS

The persons entitled to exercise Overlying Rights are both the owners of Overlying Rights and persons and entities licensed by such owners to exercise such Overlying Rights. The persons entitled to exercise Overlying Rights and their respective Consumptive Use portions are as follows:

OWNER PRODUCERS

CONSUMPTIVE USE PORTION

BROOKS GIFFORD, SR.  
BROOKS GIFFORD, JR.  
PAUL MNOIAN  
JOHN MGRDICHIAN  
J. EARL GARRETT

3.5 acre-feet per year

Present User:  
Nu-Way Industries

PRODUCERS UNDER LICENSE

A. WILLIAM C. THOMAS  
and EVELYN F. THOMAS,  
husband and wife, and  
MALCOLM K. GATHERER  
and JACQUELINE GATHERER,  
husband and wife,  
doing business by  
and through B & B  
REDI-I-MIX CONCRETE,  
INC., a corporation

45.6 acre-feet per year

B. PRE-STRESS CRANE RIGGING &  
TRUCK CO., INC.,  
a corporation

1.0 acre-foot per year

Present Users:  
Pre-Stress Crane Rigging &  
Truck Co., Inc., a corporation

Total 50.1 acre-feet per year

IV. ANNUAL GROSS AMOUNT OF  
PRODUCTION FROM WHICH  
CONSUMPTIVE USE PORTIONS  
WERE DERIVED

183.65 acre-feet

Exhibit "L"

LIST OF PRODUCERS AND THEIR DESIGNEES  
June, 1989

<u>Producer Name</u>	<u>Designee</u>
<u>A</u>	
Adams Ranch Mutual Water Company	Goji Iwakiri
Alhambra, City of	T. E. Shollenberger
Amarillo Mutual Water Company	Ester Guadagnolo
Anderson, Ray	Ray Anderson
Andrade, Macario, et al.	Macario R. Andrade
Arcadia, City of	Eldon Davidson
AZ-Two, Inc.	R. S. Chamberlain
Azusa, City of	William H. Redcay
Azusa Ag. Water Company	Robert E. Talley
Azusa Valley Water Company	Edward Heck
<u>B</u>	
Baldwin Park County Water District (See Valley County Water District)	-
Banks, Gale C.	Gale C. Banks
Base Line Water Company	Everett W. Hughes, Jr.
Beverly Acres Mutual Water User's Assn. (Formerly Beverly Acres Mutual Water Co.)	Eloise A. Moore
Burbank Development Company	Darrell A. Wright
<u>C</u>	
Cadway, Inc.	P. Geoffrey Nunn
California-American Water Company (San Marino System)	Andrew A. Krueger
California-American Water Company (Duarte System)	Andrew A. Krueger
California Country Club	Henri F. Pellissier
California Domestic Water Company	P. Geoffrey Nunn
Cedar Avenue Mutual Water Company	Austin L. Knapp

Exhibit "L"

<u>Producer Name</u>	<u>Designee</u>
Champion Mutual Water Company	Margaret Bauwens
Chevron, USA, Inc.	Ms. Margo Bart
Clayton Manufacturing Company	Don Jones
Conrock Company	Gene R. Block
Corcoran Brothers	Ray Corcoran
County Sanitation District No. 18	Charles W. Curry
Covell, et al.	Darr Jobe
Covell, Ralph	Ralph Covell
Covina, City of	Wayne B. Dowdey
Covina Irrigating Company	William R. Temple
Crevolin, A. J.	A. J. Crevolin
Crown City Plating Company	N. G. Gardner
<u>D</u>	
Davidson Optronics, Inc.	James McBride
Dawes, Mary Kay	Mary Kay Dawes
Del Rio Mutual Water Company	Gonzalo Galindo
Driftwood Dairy	James E. Dolan
Dunning, George	George Dunning
<u>E</u>	
East Pasadena Water Company	Robert D. Mraz
El Monte, City of	Robert J. Pinniger
El Monte Cemetery Association	Linn E. Magoffin
<u>F</u>	
Faix, Ltd.	Henri F. Pellissier
<u>G</u>	
Glendora, City of	Arthur E. Cook
Green, Walter	Dr. Walter Green
<u>H</u>	
Hansen, Alice	Alice Hansen



Exhibit "L"

<u>Producer Name</u>	<u>Designee</u>
Hartley, David	David Hartley
Hemlock Mutual Water Company	Bud Selander
Hunter, Lloyd F.	Lloyd F. Hunter
<u>I</u> Industry Waterworks System, City of	Mary L. Jaureguy
<u>K</u> Kiyan Farm Kiyan, Hideo	Mrs. Hideo Kiyan
Kirklen Family Trust	Dawn Kirklen
Knight, Kathryn M.	William J. Knight
<u>L</u> Landeros, John	John Landeros
La Puente Valley County Water District	Mary L. Jaureguy
La Verne, City of	N. Kathleen Hamm
Livingston-Graham	Gary O. Tompkins
Los Angeles, County of	Robert L. Larson
Loucks, David	David Loucks
<u>M</u> Maddock, A. G.	Ranney Draper, Esq.
Maechtlen, Trust of J. J.	Jack F. Maechtlen
Maple Water Company, Inc.	Charles King
Martinez, Francis Mercy	Francis Mercy Martinez
Metropolitan Water District of Southern California	Fred Vendig, Esq.
Miller Brewing Company	Dennis B. Puffer
Mnoian, Paul, et al.	Mal Gatherer
Monrovia, City of	Robert K. Sandwick
Monrovia Nursery	Miles R. Rosedale
Monterey Park, City of	Nels Palm

Exhibit "L"

<u>Producer Name</u>	<u>Designee</u>
<u>N</u> Nick Tomovich & Sons	Nick Tomovich
<u>O</u> Owl Rock Products Company	Peter L. Chiu
<u>P</u> Phillips, Alice B., et al. Pico County Water District Polopolus, et al.	Jack F. Maechtlen Robert P. Fuller Christine Chronis
<u>R</u> Rados Brothers Richwood Mutual Water Company Rincon Ditch Company Rincon Irrigation Company Rose Hills Memorial Park Association Rosemead Development, Ltd. Rurban Homes Mutual Water Company Ruth, Roy	Alexander S. Rados Bonnie Pool K. E. Nungesser K. E. Nungesser Allan D. Smith John W. Lloyd George W. Bucey Roy Ruth
<u>S</u> San Dimas - La Verne Recreational Facilities Authority San Gabriel Country Club San Gabriel County Water District San Gabriel Valley Municipal Water District San Gabriel Valley Water Company Sloan Ranches Sonoco Products Company South Covina Water Service Southern California Edison Company	R. F. Griszka Fran Wolfe Philip G. Crocker Bob Stallings Robert H. Nicholson, Jr. Larry R. Sloan Elaine Corboy Anton C. Garnier S. R. Shermoen

Exhibit "L"

Producer Name

Designee

Southern California Water Company  
-San Dimas District

J. F. Young

Southern California Water Company  
-San Gabriel Valley District

J. F. Young

South Pasadena, City of

John Bernardi

Southwestern Portland Cement Company

Dale W. Heineck

Standard Oil Company of California

John A. Wild

Sterling Mutual Water Company

Bennie L. Prowett

Suburban Water Systems

Anton C. Garnier

Sully-Miller Contracting Company

R. R. Munro

Sunny Slope Water Company

Michael J. Hart

T

Taylor Herb Garden

Paul S. Taylor

Texaco, Inc.

E. O. Wakefield

Tyler Nursery

James K. Mitsumori, Esq.

U

United Concrete Pipe Corporation

Doyle H. Wadley

United Rock Products Corporation

William S. Capps, Esq.

V

Valencia Heights Water Company

Herman Weskamp

Valley County Water District  
(Formerly Baldwin Park County Water District)

Stanley D. Yarbrough

Valley View Mutual Water Company

Robert T. Navarre

Via, H., Trust of

Marverna Parton

W

Ward Duck Company

Richard J. Woodland

W. E. Hall Company

Thomas S. Bunn, Jr., Esq.

White, June G., Trustee

June G. Lovelady

Whittier, City of

Neil Hudson

Wilmott, Erma M.

Erma M. Wilmott

Exhibit "M"

WATERMASTER MEMBERS

**FOR CALENDAR YEAR 1973**

ROBERT T. BALCH (Producer Member), Chairman  
LINN E. MAGOFFIN (Producer Member), Vice Chairman  
RICHARD L. ROWLAND (Producer Member), Secretary  
BOYD KERN (Public Member), Treasurer  
WALKER HANNON (Producer Member)  
HOWARD H. HAWKINS (Public Member)  
M. E. MOSLEY (Producer Member)  
CONRAD T. REIBOLD (Public Member)  
HARRY C. WILLS (Producer Member)

**STAFF**

Carl Fossette, Assistant Secretary-Assistant Treasurer  
Ralph B. Helm, Attorney  
Thomas M. Stetson, Engineer

**FOR CALENDAR YEAR 1974**

ROBERT T. BALCH (Producer Member), Chairman  
LINN E. MAGOFFIN (Producer Member), Vice Chairman  
RICHARD L. ROWLAND (Producer Member), Secretary  
BOYD KERN (Public Member), Treasurer  
WALKER HANNON (Producer Member)  
BURTON E. JONES (Public Member)  
M. E. MOSLEY (Producer Member)  
CONRAD T. REIBOLD (Public Member)  
HARRY C. WILLS (Producer Member)

**STAFF**

Carl Fossette, Assistant Secretary-Assistant Treasurer  
Ralph B. Helm, Attorney  
Thomas M. Stetson, Engineer

**FOR CALENDAR YEAR 1975**

ROBERT T. BALCH (Producer Member), Chairman  
LINN E. MAGOFFIN (Producer Member), Vice Chairman  
HARRY C. WILLS (Producer Member), Secretary  
BOYD KERN (Public Member), Treasurer  
WALKER HANNON (Producer Member)  
BURTON E. JONES (Public Member)  
D. J. LAUGHLIN (Producer Member)  
M. E. MOSLEY (Producer Member)  
CONRAD T. REIBOLD (Public Member)

**STAFF**

Carl Fossette, Assistant Secretary-Assistant Treasurer  
Ralph B. Helm, Attorney  
Thomas M. Stetson, Engineer

**FOR CALENDAR YEAR 1976**

ROBERT T. BALCH (Producer Member), Chairman  
LINN E. MAGOFFIN (Producer Member), Vice Chairman  
HARRY C. WILLS (Producer Member), Secretary  
BOYD KERN (Public Member), Treasurer  
WALKER HANNON (Producer Member)  
BURTON E. JONES (Public Member)  
D. J. LAUGHLIN (Producer Member)  
M. E. MOSLEY (Producer Member)  
CONRAD T. REIBOLD (Public Member)

**STAFF**

Jane M. Bray, Assistant Secretary-Assistant Treasurer  
Ralph B. Helm, Attorney  
Thomas M. Stetson, Engineer

**FOR CALENDAR YEAR 1977**

ROBERT T. BALCH (Producer Member), Chairman  
LINN E. MAGOFFIN (Producer Member), Vice Chairman  
HARRY C. WILLS (Producer Member), Secretary  
CONRAD T. REIBOLD (Public Member), Treasurer  
WALKER HANNON (Producer Member)  
BURTON E. JONES (Public Member)  
BOYD KERN (Public Member)  
D. J. LAUGHLIN (Producer Member)  
R. H. NICHOLSON, JR. (Producer Member)

**STAFF**

Jane M. Bray, Assistant Secretary-Assistant Treasurer)  
Ralph B. Helm, Attorney  
Thomas M. Stetson, Engineer

**FOR CALENDAR YEAR 1978**

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L. E. MOELLER (Producer Member)  
R. H. NICHOLSON, JR. (Producer Member)  
WILLIAM M. WHITESIDE (Public Member)

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Thomas M. Stetson, Engineer

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CONRAD T. REIBOLD (Public Member), Treasurer  
ROBERT T. BALCH (Producer Member)  
ROBERT G. BERLIEN (Producer Member)  
ANTON C. GARNIER (Producer Member)  
TRAVIS L. MANNING (Public Member)  
L. E. MOELLER (Producer Member)

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ALFRED F. WITTIG (Public Member)

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**FOR CALENDAR YEAR 1983**

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Ralph B. Helm, Attorney  
Thomas M. Stetson, Engineer

**FOR CALENDAR YEAR 1984**

LINN E. MAGOFFIN (Producer Member), Chairman  
R. H. NICHOLSON, JR. (Producer Member), Vice Chairman  
ROBERT G. BERLIEN (Producer Member), Secretary  
CONRAD T. REIBOLD (Public Member), Treasurer  
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ALFRED R. WITTIG (Public Member)

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Thomas M. Stetson, Engineer

**FOR CALENDAR YEAR 1985**

LINN E. MAGOFFIN (Producer Member), Chairman  
R. H. NICHOLSON, JR. (Producer Member), Vice Chairman  
ROBERT G. BERLIEN (Producer Member), Secretary  
CONRAD T. REIBOLD (Public Member), Treasurer  
ROBERT T. BALCH (Producer Member)  
DONALD F. CLARK (Public Member)  
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L. E. MOELLER (Producer Member)  
ALFRED R. WITTIG (Public Member)

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Thomas M. Stetson, Engineer

**FOR CALENDAR YEAR 1986**

LINN E. MAGOFFIN (Producer Member), Chairman  
R. H. NICHOLSON, JR. (Producer Member), Vice Chairman  
ROBERT G. BERLIEN (Producer Member), Secretary  
CONRAD T. REIBOLD (Public Member), Treasurer  
ROBERT T. BALCH (Producer Member)  
DONALD F. CLARK (Public Member)  
L. E. MOELLER (Producer Member)  
REGINOLD A. STONE (Producer Member)  
ALFRED R. WITTIG (Public Member)

**STAFF**

Jane M. Bray, Assistant Secretary-Assistant Treasurer  
Ralph B. Helm, Attorney  
Thomas M. Stetson, Engineer

**FOR CALENDAR YEAR 1987**

LINN E. MAGOFFIN (Producer Member), Chairman  
REGINALD A. STONE (Producer Member), Vice Chairman  
L. E. MOELLER (Producer Member), Secretary  
ALFRED R. WITTIG (Public Member), Treasurer  
ROBERT T. BALCH (Producer Member)  
GERALD J. BLACK (Producer Member)  
DONALD F. CLARK (Public Member)  
EDWARD R. HECK (Producer Member)  
JOHN E. MAULDING (Public Member)

**STAFF**

Robert G. Berlien, Assistant Secretary-Assistant Treasurer  
Ralph B. Helm, Attorney  
Thomas M. Stetson, Engineer

**FOR CALENDAR YEAR 1988**

LINN E. MAGOFFIN (Producer Member), Chairman  
REGINALD A. STONE (Producer Member), Vice Chairman  
L. E. MOELLER (Producer Member), Secretary  
ALFRED R. WITTIG (Public Member), Treasurer  
ROBERT T. BALCH (Producer Member)  
GERALD J. BLACK (Producer Member)  
DONALD F. CLARK (Public Member)  
EDWARD R. HECK (Producer Member)  
JOHN E. MAULDING (Public Member)

**STAFF**

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Ralph B. Helm, Attorney  
Thomas M. Stetson, Engineer

FOR CALENDAR YEAR 1989

LINN E. MAGOFFIN (Producer Member), Chairman

REGINALD A. STONE (Producer Member), Vice Chairman

GERALD G. BLACK (Producer Member), Secretary

ALFRED R. WITTIG (Public Member), Treasurer

ROBERT T. BALCH (Producer Member) \*

DONALD F. CLARK (Public Member)

EDWARD R. HECK (Producer Member)

BURTON E. JONES (Public Member)

NELS PALM (Producer Member) \*\*

THOMAS E. SCHOLLENBERGER (Producer Member)

STAFF

Robert G. Berlien, Assistant Secretary-Assistant Treasurer

Ralph B. Helm, Attorney

Thomas M. Stetson, Engineer

\* DECEASED APRIL 25, 1989

\*\* Appointed August 24, 1989, for the balance of the calendar year term, to replace deceased member, Robert T. Balch.